



Acquisition | Elevation Project Handbook



Division of Emergency Management
STATE OF FLORIDA



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Executive Summary

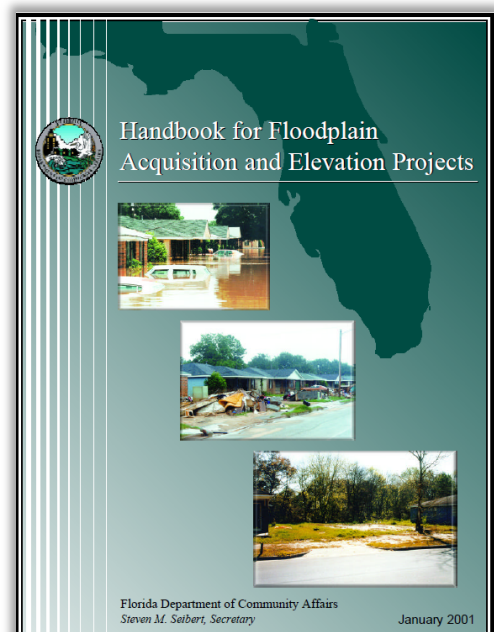
The 2015 Handbook for Acquisition and Elevation Projects (Handbook) is an update of the 2001 Handbook of the same name and is published by the State of Florida, Division of Emergency Management. This Handbook is intended for Applicants who need to:

- Learn about federal funds that may be available for flood mitigation projects;
- Appropriately plan and implement flood mitigation projects that require acquisition, elevation, relocation, or mitigation reconstruction, or a combination thereof;
- Define projects and prepare grant applications;
- Understand how and when to engage property owners and the public;
- Oversee and manage project implementation activities;
- Keep the paperwork and financial accounting straight.

The grant funding sources referenced in this guidance are those provided by the Federal Emergency Management Agency (FEMA), including the Section 404 Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA) and the Pre-Disaster Mitigation (PDM) Programs. For the most part, the processes and requirements of the three funding sources are very similar. For simplicity, the handbook is written to address the requirements of the HMA programs overall, with the few components that are specific to only one program will be noted as such.

Most of this handbook is written to address floodplain acquisition projects, although Chapter 5, Part D is strictly focused on elevation projects. In addition, the primary focus is single-family and multi-family properties. Projects involving non-residential property may require a more detailed review of alternatives and environmental considerations. The following flood mitigation projects, described in greater detail in Chapter 4, are covered:

- Acquisition of properties at risk of flooding and demolition of the buildings to allow use of the land in perpetuity for compatible, open space purposes;
- Elevation of buildings on new foundations so that the lowest floors are above the appropriate level of protection;
- Relocation of structurally sound buildings to sites outside of mapped flood hazard areas;



- Demolishing damaged buildings and reconstructing new buildings that are compliant with floodplain regulations and codes.

Such projects that involve mitigation actions to residential structures can be complex. The *Table of Contents* of this handbook has been reformatted to make it more manageable for the Applicants. Pay particular attention to the new Programmatic Changes section of the handbook, as this section will highlight critical programmatic changes to the HMA program. While many of the details and options that may come up when beginning to plan for and implement mitigation projects are covered in this handbook, other questions will come up. Contact the Florida Division of Emergency Management (FDEM) to get the telephone number and email address of the assigned project manager. Keep it close at hand and don't hesitate to get in touch with any of our staff.

This Handbook primarily addresses FEMA's primary mitigation funding programs. If other federal funds are likely to be used, for example Community Development Block Grant (CDBG) funding, please contact FDEM to obtain information related to that specific funding source.



Acronyms and Glossary

Acronyms

BCA	Benefit Cost Analysis
BFE	Base Flood Elevation
CBRA	Coastal Barrier Resources Act
CBRS	Coastal Barrier Resources System
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations
CRS	Community Rating System
DHS	Department of Homeland Security
DOB	Duplication of Benefits
EHP	Environmental and Historic Preservation
ESA	Endangered Species Act
FFE	First Floor Elevation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FMA	Flood Mitigation Assistance
FDEM	Florida Division of Emergency Management
FMV	Fair Market Value
HMA	Hazard Mitigation Assistance
HMGP	Hazard Mitigation Grant Program
ICC	Increased Cost of Compliance
LMS	Local Mitigation Strategy
NFIP	National Flood Insurance Program
PDM	Pre-Disaster Mitigation
SBA	Small Business Administration
SFHA	Special Flood Hazard Area
URA	Uniform Relocation Act

Glossary

Administrative Costs: Authorized under the Stafford Act, are costs for preparation of applications, progress reports, audits, etc. These costs are reimbursable based on a percentage of financial assistance received.

Adverse Impact: In general terms related to Environmental Planning and Historic Preservation (EHP) laws, a negative impact (e.g., loss, destruction, modification) to an environmental or historic resource that can have a direct, indirect, or cumulative effect on that resource. Impacts may be short term or long term in duration.

Applicant: The entity, such as a State, territory, or federally-recognized tribal government, applying to the Federal Emergency Management Agency (FEMA) for a Federal award that will be accountable for the use of those funds. Once funds are awarded, the Applicant becomes the Recipient, pass-through entity or both.

Approximate Zone A: An area subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are displayed.

Award: A grant of financial assistance for a specified purpose by the Federal government to an eligible Recipient.

Base flood: A flood having a 1 percent annual chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE): The elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, V1–V30, and VE that indicates the water surface elevation resulting from a flood that has a 1 percent annual chance of equaling or exceeding that level in any given year.

Benefit-Cost Analysis (BCA): A quantitative procedure that assesses the cost-effectiveness of a hazard mitigation measure by taking a long-term view of avoided future damage as compared to the cost of a project.

Benefit-Cost Ratio (BCR): A numerical expression of the cost-effectiveness of a project calculated as the net present value of total project benefits divided by the net present value of total project costs.

Building: A structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. "Building" does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other similar vehicle.

Clean-site certification: A letter from the appropriate local, State, territory, federally-recognized tribe, or Federal entity determining that no further remedial action is required to protect human health or the environment.

Coastal Barrier Resources Act (CBRA): This Act passed in 1982 and amended in 1990 aims to remove the Federal incentive to allow for development within coastal barrier areas within the United States, Puerto Rico, and the U.S. Virgin Islands, as well as preserve the ecological integrity of areas that serve as storm buffers. The Act designates Coastal Barrier Resources System (CBRS) units and made these areas ineligible for most Federal expenditures and financial assistance, including Federal flood insurance; the law does provide for funding exceptions within Section 6. The law also designates Otherwise Protected Areas (OPAs) for which only flood insurance is prohibited.

Coastal Barrier Resources System (CBRS): A geographic unit designated to serve as a protective barrier against forces of wind and tidal action caused by coastal storms and serving as habitat for aquatic species. Congress restricted Federal spending and assistance for development-related activities within CBRS units to protect them from further development. Flood insurance is unavailable in these areas unless exceptions of Section 6 of CBRA apply. CBRS units are identified on FEMA Flood Insurance Rate Maps (FIRMs).

Coastal High Hazard Area: An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Community Rating System (CRS): A program developed by FEMA to provide incentives for those communities in the National Flood Insurance Program (NFIP) that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Cost-effectiveness: Determined by a systematic quantitative method for comparing the costs of alternative means of achieving the same stream of benefits for a given objective. The benefits in the context of hazard mitigation are avoided future damage and losses. Cost-effectiveness is determined by performing a BCA.

Critical action: An action for which even a slight chance of flood impact is too great. The preferred minimum design standard for critical actions is the 500-year floodplain, i.e., critical action floodplain. Critical actions include, but are not limited to, those which create or extend the useful life of structures or facilities such as:

- Those which produce, use, or store highly volatile, flammable, explosive, toxic, or water-reactive materials
- Hospitals and nursing homes, and housing for the elderly, which are likely to contain occupants who may not be sufficiently mobile to avoid the loss of life or injury during flood and storm events
- Emergency Operation Centers (EOCs) or data storage centers, which contain records or services that may become lost or inoperative during flood and storm events; or
- Generating plants and other principal points of utility lines.

Critical facilities: Structures and institutions necessary, in the community's opinion, for response to and recovery from emergencies. Critical facilities must continue to operate during and following a disaster to reduce the severity of impacts and accelerate recovery. These would include, but not be limited to:

- Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, and/or chemically-reactive materials;
- Hospitals, nursing homes, and housing likely to have occupants who may not be sufficiently mobile to avoid injury or death during an emergency;
- Police stations, fire stations, vehicle and equipment storage facilities, and EOCs that are needed for emergency response activities before, during, and after the event;
- Public and private utility facilities that are vital to maintaining or restoring normal services to affected areas before, during, and after the event; or
- Other structures or facilities the community identifies as meeting the general criteria above.

This definition is for HMA program use and clarification and is not meant to provide a definition for use under other programs or supersede any FEMA regulation.

Direct costs: Costs that can be identified specifically with a particular final cost objective, such as a Federal award or cost that can be linked to a specific project.

Dwelling: A building designed for use as a residence for no more than four families or a single-family unit in a building under a condominium form of ownership.

Elevated building: A building that has no basement and a lowest floor that is elevated to or above the BFE by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundation walls are not an acceptable means of elevating buildings in Zones V and VE.

Environmental assessment: Is the document that is prepared when a project does not qualify as a categorical exclusion and serves to determine whether an Environmental Impact Statement is needed.

Environmental benefits: Direct or indirect contributions that ecosystems make to the environment and human populations. For FEMA BCA, certain types of environmental benefits may be realized when homes are removed and land is returned to open space uses. Benefits may include flood hazard reduction; an increase in recreation and tourism; enhanced aesthetic value; and improved erosion control, air quality, and water filtration.

Environmental justice: Federal agencies are required to protect the environment by conducting reviews that include evaluation of the human environment (e.g., historic or archeological resources, land use, demographics, religion, politics, justice, economics, housing, infrastructure, social services, recreation, and aesthetics), the physical environment (e.g., geology, soils, climate, and hydrology), and the biological environment (e.g., plants, microbes, fish, and wildlife).

Equipment: Tangible personal property (including information technology systems) having a useful life of more than 1 year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000.

Executive Orders 11988 and 11990: Requirements to avoid direct or indirect support of floodplain development and to minimize harm to floodplains and wetlands. Federal decision makers are obligated to comply with these orders, accomplished through an eight-step decision-making process.

Federal agency: Any department, independent establishment, Government Corporation, or other agency of the executive branch of the Federal Government, including the U.S. Postal Service, but not the American National Red Cross.

Federal award: The Federal financial assistance that a non-Federal entity receives directly from FEMA or indirectly from a pass-through entity or the instrument such as the FEMA-State Agreement, cooperative agreement, or other agreement setting forth the terms and conditions of the financial assistance.

Federal awarding agency: The Federal agency that provides a Federal award directly to a non-Federal entity.

Federal award date: The date when the Federal award is executed by the authorized official of the Federal awarding agency.

Federally-recognized tribe: The governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian tribe under the Federally Recognized Tribe List Act of 1994 (25 U.S.C. 479a et seq. This does not include Alaska Native corporations, the ownership of which is vested in private individuals.

Flood Insurance Rate Map (FIRM): Official map of a community on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Floodplain: Any land area that FEMA has determined has at least a 1 percent (100 year) or .02 percent (500 year) chance in any given year of being inundated by floodwaters from any source.

Floodplain management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works, and floodplain management regulations.

Flood Mitigation Assistance Program (FMA): is a Federal grant program through which FEMA provides financial assistance to States and communities for flood mitigation planning and activities that reduce the risk of flood damage to structures insurable under the National Flood Insurance Program (NFIP).

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities regulate development in these floodways to ensure that there are no increases in upstream flood elevations.

Freeboard: Freeboard is a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Governor's Authorized Representative (GAR): The individual, designated by the Governor, who serves as the grant administrator for all funds provided under the Hazard Mitigation Grant Program (HMGP); the person empowered by the Governor to execute, on behalf of the State, all necessary documents for assistance.

Green open space: Green open space is land that does not directly touch a natural body of water, such as a river, lake, stream, creek, or coastal body of water.

Hazard Mitigation Grant Program (HMGP): authorized under Section 404 of the Stafford Act, provides funding for hazard mitigation measures that are cost-effective and complement existing post-disaster mitigation programs and activities by providing funding for beneficial mitigation measures that are not funded through other programs.

Hazard mitigation planning: A process used by governments to identify risks, assess vulnerabilities, and develop long-term strategies for protecting people and property from the effects of future natural hazard events.

HMGP lock-in ceiling: The level of HMGP funding available to a Recipient for a particular Presidential major disaster declaration.

Identified for further review: Sub-applications identified for further review contain sufficient information for a preliminary determination of cost-effectiveness and feasibility. In certain instances, FEMA may work with Applicants to confirm cost-effectiveness and feasibility. Identification for further review is not a notification of award.

Increased Cost of Compliance (ICC): Coverage for expenses a property owner must incur, above and beyond the cost to repair the physical damage the structure actually sustained from a flooding event, to comply with mitigation requirements of State or local floodplain management ordinances or laws; acceptable mitigation measures are structure elevation, dry flood-proofing, structure relocation, structure demolition, or any combination thereof.

Indian tribe: The governing body of any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601, et seq.), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C. 450b(e)). This definition is for HMA program use and clarification and is not meant to provide a definition for use under other programs or supersede any FEMA regulations.

Indirect cost: Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited.

Indirect cost rate: Percentage established by a Federal department or agency for a non-Federal entity to use in computing the dollar amount it charges to the award to reimburse itself for indirect costs incurred in doing the work of the award activity.

Individual Assistance: means the supplementary Federal assistance provided under the Stafford Act to individuals and families adversely affected by a major disaster or emergency, including Individual and Family Grants, Temporary Housing, and Emergency Minimization Repair Grants.

Local government: Local government is any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization that is not a federally-recognized tribe; and any rural community, unincorporated town or village, or other public entity.

Management costs: Any indirect costs, administrative expenses, and any other expenses not directly chargeable to a specific project that are reasonably incurred by a Recipient or sub-recipient in administering and managing an award or sub-award. For HMGP, management cost funding is provided outside of Federal assistance limits defined at 44 CFR Section 206.432(b).

Manufactured (mobile) home: A structure, transportable in one or more sections that is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities.

Mitigation: Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.

Mitigation activity: A mitigation measure, project, plan, or action proposed to reduce risk of future damage, hardship, loss, or suffering from natural and man-made hazards.

National Flood Insurance Program (NFIP): Federal program that provides the availability of flood insurance in exchange for the adoption of a minimum local floodplain management ordinance that regulates new and Substantially Improved development in identified flood hazard areas.

Non-Federal cost share: The portion of the costs of a federally assisted project or program not borne by the Federal Government.

Non-Federal entity: A State, local government, federally-recognized tribe, or private nonprofit organization that carries out a Federal award as a Recipient or sub-recipient.

Non-Federal funds: Financial resources provided by sources other than the Federal Government. The term does not include funds provided to a State or local government through a Federal grant unless the authorizing statute for that grant explicitly allows the funds to be used as cost share for other Federal grants.

Non-residential structure: Includes, but is not limited to small business concerns, places of worship, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, hotels and motels with normal room rentals for less than 6 months' duration, and nursing homes.

Office of Environmental Planning and Historic Preservation: A FEMA office that integrates the protection and enhancement of environmental, historic, and cultural resources into the FEMA mission and FEMA programs and activities; ensures that FEMA activities and programs related to disaster response and recovery, hazard mitigation, and emergency preparedness comply with Federal EHP laws and Executive Orders; and provides EHP technical assistance to FEMA staff, local, State, and Federal partners, and Recipients and sub-recipients.

Otherwise Protected Areas (OPAs): Designation created by the Coastal Barrier Improvement Act. Flood insurance is restricted in OPAs even though they are not in the CBRS and may receive other forms of Federal assistance. OPAs are identified on FEMA FIRMs.

Pass-through entity: A non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program.

Period of performance (POP): The time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the POP in the Federal award.

Post-FIRM Building: A building for which construction or Substantial Improvement occurred after December 31, 1974, or on or after the effective date of an initial FIRM, whichever is later.

Practicable: An action that is capable of being done within existing constraints. The test of what is practicable depends upon the situation and includes consideration of all pertinent factors, such as environment, cost, and technology.

Pre-FIRM Building: A building for which construction or Substantial Improvement occurred on or before December 31, 1974, or before the effective date of an initial FIRM.

Presidentially declared major disaster: Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant disaster assistance under the Stafford Act

to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Private Nonprofit (PNP): Any nongovernmental agency or entity that currently has (i) an effective ruling letter from the Internal Revenue Service granting tax exemption under section 501(c), (d), or (e) of the Internal Revenue Code of 1954, or (ii) satisfactory evidence from the State that the organization or entity is a nonprofit one organized or doing business under State law.

Project: Any mitigation measure or action proposed to reduce risk of future damage, hardship, loss, or suffering from natural and man-made hazards.

Public Assistance: Federal financial assistance provided to State and local governments or to eligible private nonprofit organizations for work that must be done, through repairs or replacement, to restore an eligible facility on the basis of its pre-disaster design and in conformity with current applicable codes, specification, and standards.

Recipient: A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include sub-recipients.

Replacement cost value: The cost to replace property with materials of like kind and quality, without any deduction for depreciation.

Riparian area: The land that directly abuts a natural body of water, such as a river, lake, stream, creek, or coastal body of water.

Section 404 of the Stafford Act authorizes the Hazard Mitigation Grant Program, which provides post-disaster funding for cost-effective hazard mitigation measures.

Section 406 of the Stafford Act authorizes Public Assistance grants to repair, restore, replace, and mitigate damaged facilities belonging to public and private nonprofit entities, and other associated expenses.

Special Flood Hazard Area (SFHA): The land within a community subject to a 1 percent or greater chance of flooding in any given year. An area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a FIRM as Zone A, AO, A1–A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1–A30, V1–V30, VE, or V.

Stafford Act means the Robert T. Stafford Disaster Assistance and Emergency Relief Act (as amended) 42 U.S.C. 5121, et seq.

State Hazard Mitigation Officer (SHMO): The representative of a State government who is the primary point of contact with FEMA, other Federal agencies, and local units of government in the planning and implementation of pre- and post-disaster mitigation activities.

Sub-applicant: The entity, such as a community/local government, federally-recognized tribe, or PNP, that submits a sub-application to the Applicant for FEMA assistance. Once funding is awarded, the sub-applicant becomes the “sub-recipient.”

Sub-award: An award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Sub-recipient: A non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a Recipient of other Federal awards directly from a Federal awarding agency.

Substantial Damage: Damage of any origin sustained by a building whereby the cost of restoring the building to its before-damaged condition would equal or exceed 50 percent of the market value of the building before the damage occurred.

Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “Substantial Damage,” regardless of the actual repair work performed.

Termination: The Federal award may be terminated, in whole or in part, by the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of the award:

- For cause;
- With the consent of the non-Federal entity, in which case the two parties must agree to the terms and conditions; or
- By the non-Federal entity, upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for termination, the effective date, and the portion to be terminated in the case of partial termination. The award may be wholly terminated where the Federal awarding agency or pass-through entity determines an award modified by a partial termination will not accomplish the purposes for which it was made.

Whole Community: The National Mitigation Framework addresses individuals, nonprofit entities and nongovernmental organizations, the private sector, communities, critical infrastructure interests, governments, and the Nation as a whole. Engaging the whole community is critical to success, and individual and community preparedness is a key component. The whole community includes children; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; and people with limited English proficiency. Their contributions must be integrated into mitigation/resilience efforts, and their needs must be incorporated as the whole community plans and executes its core capabilities.



How to Use this Handbook

This Handbook is organized to follow the entire project implementation process, from planning projects, preparing the application, implementing the projects, to closeout and materials to have available for audit. Nevertheless, no two projects will be the same and if any questions arise throughout the process, contact the Division of Emergency Management for assistance. As such, the steps outlined here provide general guidelines.

User Legend

The format of this Handbook has been re-designed in an effort to provide the intended audience with a consolidated and streamlined approach to preparing, implementing, managing, and closing out mitigation projects. Much of the content remains the same as the prior Handbook and a User Legend has been provided below to cross check previous versions.

	2001 Handbook	2015 Handbook
USER LEGEND	Chapter 1: Introduction.....	Executive Summary, Programmatic Changes, Acronyms/Definitions, State DEM Role, HMA
	Chapter 2: Mitigation Planning.....	Chapter 2: Local Pre-Planning Efforts, Part A
	Chapter 3: Post-Disaster Sequence of Events.....	Chapter 2: Local Pre-Planning Efforts, Part B
	Chapter 4: Overview of Project Types.....	Chapter 1: Detailed Project Overview
	Chapter 5: Beginning the Process.....	Chapter 5: Managing the Project, Part A
	Chapter 6: Preparing the Application.....	Chapter 3: The Application Process, Part A
	Chapter 7: Review and Approval.....	Chapter 3: The Application Process, Part B
	Chapter 8: Getting Ready to Implement.....	Chapter 4: Project Implementation, Part A
	Chapter 9: Approved! What's Next?.....	Chapter 4: Project Implementation, Part B
	Chapter 10: Working with Owners and Tenants.....	Chapter 5: Managing the Project, Part B
	Chapter 11: Clearing Acquired Properties.....	Chapter 5: Managing the Project, Part C
	Chapter 12: Elevation Projects.....	Chapter 5: Managing the Project, Part D
	Chapter 13: Closeout and File Inspection.....	Chapter 6: Close-Out

Chapter Spotlight Overview

DETAILED PROJECT OVERVIEW

Chapter 1 (Overview of Projects) gives a detailed overview of projects and should be read when working on the Local Mitigation Strategy (LMS). The more Applicant's understand about the different project types and the many decisions that go into defining projects, the better. Some of these decisions will influence how Applicants set priorities during the LMS planning process. Others will help set some objectives/procedures in advance rather than in the middle of trying to implement the project. There will be enough going on that Applicants want to avoid making procedural decisions on the fly. This chapter also addresses matching funds. Since funding is often a significant sticking point, it is a good idea to understand the options in advance.

For more information on LMS, visit the FDEM Mitigation website.

LOCAL PRE-PLANNING EFFORTS

Chapter 2, Part A (Mitigation Planning) is an overview of the planning work that is best done in advance as part of the Local Mitigation Strategy. Some key steps that Applicants should take before the next flood are described, especially dealing with property owners in areas that flood frequently. Many projects are prompted by flooding, but after a flood is when things get hectic. Rather than wait for the aftermath, it is a good idea for Applicants to identify other organizations that may be able to support local goals. Another important pre-flood activity is to encourage property owners to get flood insurance. Not only can flood insurance help lower the cost of mitigation projects, but owners will have some financial protection if they aren't eligible for inclusion in a mitigation project.

Chapter 2, Part B (Post-Disaster Sequence of Events) is also the first place to look when an Applicant's community has experienced flood damage. There are several things that Applicants should do right away to help facilitate the mitigation process. Make sure to brief elected officials as soon as possible so they understand the conditions and the process to apply for mitigation funds. Another key step is to document damage as quickly as possible, with particular attention to "substantial damage," as defined in local floodplain management ordinances. If covered by federal flood insurance from the National Flood Insurance Program (NFIP), owners of substantially damaged buildings may be eligible for additional claim payments that can be part of the non-federal cost share for mitigation grants, known as increased cost of compliance (ICC). Part B includes two timelines: one for the application process, the other for a typical buyout project.

THE APPLICATION PROCESS

Chapter 3, Part A (Preparing the Application) is focused on helping Applicants understand and complete the grant application. Please also refer to Appendix G for additional material and references. By this point, Applicants should know what their projects are, how they intend to manage the project, homeowners, and expectations, and also know something about the property owners and tenants in the project area. Pay particular attention to Section A.3.7, which defines allowable and unallowable costs. However, the most important sections cover estimating costs for the project budget. In order to have the funds needed to complete the project as proposed, Applicants must be sure to include all the appropriate line items in the budget (see Section A.3.8). While there is a process to request funds if there is a shortfall, there is no guarantee that there will be funds available to make up the difference.

Chapter 3, Part B (Review and Approval) is also a quick overview of the application review conducted by the FDEM. Florida is one of only a handful of states that have been recognized by FEMA as a Programs

Administered by States (PAS). As such, the FDEM has assumed significant responsibilities for review and oversight in its responsibility to administer FEMA's Hazard Mitigation Grant Program. For Applicants, this means faster service because many more decisions are made by the FDEM rather than by FEMA.

PROJECT IMPLEMENTATION

Chapter 4, Part A (Getting Ready to Implement) covers a number of things that Applicants can do after the application is submitted to the FDEM. While waiting for approval, Applicants should continue to gather information about the properties and owners. Most of the time the more unusual situations described in this chapter don't occur, but until Applicants start getting into the details, it is hard to find out. At this stage Applicants can do a fair amount of work to get ready to contract for services by refining scopes of work and deciding how to handle the procurements.

Chapter 4, Part B (Approved! What's Next?) should be reviewed, along with Chapter 3, while waiting to hear the decision on the grant from the FDEM. Applicants may want to start setting up their files as soon as they get a sense that approval is forthcoming. One very important task to start to document is the Duplication of Benefits information, although Applicants need to have some paperwork from each property owner before submitting the request. Once the project is approved, move quickly to procure the necessary services in order to minimize delays.

MANAGING THE PROJECT

Chapter 5, Part A (Beginning the Process) adds to the planning and policy work that was covered in previous chapters, and sets up starting the process. By this point Applicants should have defined the project, so now covering a few basic decisions prior to working on the grant application is essential. The main steps in a project are outlined and keyed to the chapters of this handbook. Perhaps one of the more important decisions is how Applicants will manage project implementation. Get a good feel for it before getting too far into filling out the application, in part because the cost of hiring a project manager can be included as an allowable cost in the project budget. This chapter also touches on work that Applicants need to begin with property owners to help them understand the overall process.

Chapter 5, Part B (Working with Owners and Tenants) covers the details of preparing and making the acquisition offers. If a Program Manager is hired to handle all or part of the project, most of these steps will be handled by that person. However, as the primary point of contact, Applicants should read and understand what goes into the negotiations so that they can answer questions and provide adequate oversight.

Chapter 5, Part C (Clearing the Acquired Properties) should be read very early in the process, as soon as Applicants begin to consider an acquisition project. Two very important aspects of an acquisition project are land ownership and how the land will be maintained. When Applicants define their project, they will also have to specify how homes will be removed. The different options are described in detail in this chapter.

Chapter 5, Part D (Elevation Projects) is an overview of implementing an elevation project. Many aspects of these projects are similar to those described in detail for acquisition projects, and so this chapter adds aspects that are specific to elevation.

CLOSE-OUT

Chapter 6 (Closeout and File Inspection) is an overview of the closeout process, including the final inspections, documentation needed, and the final paperwork.



State Division of Emergency Management Role

Designated by FEMA as a Programs Administered by States (PAS), Florida has assumed significant responsibility for administration of FEMA's Hazard Mitigation Grant Program. This expanded role facilitates and shortens the entire application and approval process. The Florida Division of Emergency Management (FDEM) determines project eligibility, develops documentation for environmental considerations; and makes benefit-cost determinations. Project summary sheets are provided to FEMA for oversight and final approval.

Most mitigation funds that originate from federal agencies are administered through Florida's Division of Emergency Management. The Division of Emergency Management's Bureau of Mitigation will be the primary entity involved in coordination, planning, and funding.

The State of Florida, Division of Emergency Management, is the "Recipient." This means the FDEM is responsible to FEMA for proper administration of the grant funds. Florida's high level of capability was recognized by FEMA through its PAS designation.

FEMA has determined that the State is capable of performing a strong role in the review, approval, and oversight of mitigation projects. Communities benefit because the State has more direct decision-making authority.

The FDEM doesn't just step back after sending out grant award letters. Staff is always available to explain policies and criteria. The FDEM does have some specific duties it must perform including:

- Prepare and maintain a State Hazard Mitigation Plan that establishes State priorities and is the basis for identifying eligible projects and prioritizing the award of funding;
- Maintain the State Administrative Plan for Hazard Mitigation, which describes procedures for administration of mitigation grant funds;
- Conduct post-flood field inspections to help determine the cause of damage and to identify potential mitigation projects;
- Provide technical assistance to communities preparing grant applications;
- Review grant applications for completeness and consistency;
- Work with applicants to turn anticipated project schedules prepared for the application into implementation schedules;
- Coordinate obtaining Duplication of Benefits data;

- Monitor and evaluate progress. Most of the time the FDEM will do this by reviewing Applicants quarterly reports. Be sure to identify problems that may affect scheduling in the formal report, but do not wait that long to seek help;
- Monitor the financial status of the project, including review of reimbursement requests and determination of eligibility of submitted costs;
- Conduct on-site inspections of selected projects or properties. Although Applicants have to certify satisfactory completion, the FDEM may visit to check on progress; and
- Conduct audits of project files and/or financial records.



Hazard Mitigation Assistance (HMA) Program Overview

Eligible Applicants

The following Table represents Entities that are eligible to receive mitigation funding in accordance with the 2015 Hazard Mitigation Assistance (HMA) Guidance.

ENTITY	HMGP	PDM	FMA
State Agencies	✓	✓	✓
Federally-Recognized Tribes	✓	✓	✓
Local Governments/Communities*	✓	✓	✓
Private nonprofit organizations (PNPs)	✓		

* Local government/communities may include non-federally recognized tribes, or consistent with definition of local government at 44 CFR 201.2, may include any Indian tribe or authorized tribal organization.

Project Eligibility¹

Minimum eligibility standards are set forth in federal regulations and the State’s mitigation plan. As a rule, acquisition, elevation, and relocation of flood-prone homes are eligible projects provided they meet all of the following criteria:

- **Eligible Applicant and Subapplicant**
- **FEMA-Approved Mitigation Plan**
 - ☑ *Meets all plan requirements per 44 CFR Parts 201 and 206*
- **Scope of Work (SOW)**
 - ☑ *Provides a detailed SOW as described in the 2015 HMA Guidance Part IV, H*
- **Work Schedule**
 - ☑ *Provides a work schedule of 3 years or less*
- **Cost Estimate**

¹ Hazard Mitigation Assistance Guidance, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program February 27, 2015

- ☑ *Provides a detailed cost estimate/budget that supports the SOW and documents required non-Federal cost share*
- **Cost Share**
- ☑ *Provides non-Federal cost share that meets program eligibility requirements, as defined in the 2015 HMA Guidance*
- **Cost-Effectiveness and Feasibility (projects)**
- ☑ *Includes a FEMA-approved BCA or FEMA-approved alternate cost-effectiveness documentation*
- ☑ *Is feasible and effective as demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices*
- **EHP Compliance (projects)**
- ☑ *Includes information and documentation for each property identified in the subapplication to demonstrate conformance with all applicable laws and regulations (e.g., NEPA and NHPA)*
- ☑ *Demonstrates that project avoids or minimizes harm to the environment and is the best alternative from a range of options considered*
- **Assurance Forms**
 - *Budget Information Construction Programs*
 - *Summary Sheet for Assurances and Certifications*
 - *Assurances – Non-construction Programs*
 - *Assurances – Construction Program*
 - *Certifications Regarding Lobbying, Debarment, Suspension and Other*

Eligible Acquisition / Elevation Project Activities	HMGP	FMA	PDM
Property Acquisition and Structure Demolition	✓	✓	✓
Property Acquisition and Structure Relocation	✓	✓	✓
Structure Elevation	✓	✓	✓
Mitigation Reconstruction	✓	✓	

Hazard Mitigation Grant Program

In light of the rising costs of natural disasters, FEMA’s Hazard Mitigation Grant Program (HMGP) was authorized by Congress to fulfill four objectives:

- To prevent future loss of life and damage to property due to disasters;
- To implement State or local mitigation plans;
- To enable mitigation measures to be implemented during immediate recovery from a disaster;
- To provide funding for previously identified mitigation measures that benefit the disaster area.

HMGP Funding

HMGP funds become available only as a result of a Presidential disaster declaration. The amount of funding is calculated as a percentage of certain other federal disaster assistance (emergency support, assistance to repair public infrastructure, and assistance provided to individuals and families). It is set aside for the purpose of

supporting State and local mitigation projects. After every disaster declaration that includes HMGP, the FDEM will contact affected communities and provide the opportunity to participate.

The HMGP provides up to 75% of eligible costs of projects that meet all the eligibility criteria. The non-federal share can be made up of several funding sources, including CDBG funds, local and/or State general revenue, and private non-profit funds. A portion may be covered by certain in-kind or donated services. Property owners often provide much of the non-federal share for some projects, especially those involving elevation of flood-prone homes. Through its mitigation planning process, the State establishes priorities for mitigation funding. These priorities may be set or revised after every disaster that yields HMGP funds. Local priorities are established through the Local Mitigation Strategy.

Contact FDEM and your Project Manager if local priorities are not consistent with State priorities.

Although states and communities can establish mitigation priorities, FEMA encourages inclusion of projects that address homes and other properties that have received repetitive claim payments from the National Flood Insurance Program.

HMGP can fund projects to protect public or private property as long as the projects are in compliance with the program's guidelines and policies. HMGP funds may not be used as a match, substitute or replacement to fund projects that may be eligible under other federal programs.

Flood Mitigation Assistance (FMA)

The Flood Mitigation Assistance Program (FMA) was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 for the specific purpose of funding certain projects that are in the best interest of the NFIP. It was prompted by evidence that a small number of insured buildings account for a large percentage of the dollars paid out by the NFIP. Long term, if mitigation measures are focused on that subset of buildings, then claim payments will be reduced and the pressure to raise the rates may be relieved.

The Biggert-Waters Flood Insurance Reform Act of 2012 (Public Law 112-141) consolidated the Repetitive Flood Claims and Severe Repetitive Loss grant programs into FMA.²

- Repetitive Flood Claims (RFC) program aimed to reduce flood damages to properties for which one or more flood insurance claim payments have been made.
- Severe Repetitive Loss (SRL) program was designed to reduce flood damages to residential properties that had experienced severe repetitive losses under flood insurance coverage.



² Hazard Mitigation Assistance Guidance, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program February 27, 2015

FMA Funding

FMA funds are made available from amounts collected by the NFIP through the sales of flood insurance. FMA funding is available and opened to all applicants and it is a competitive grant process.

Some interesting numbers from the NFIP:

- As of 2015, Florida has 465 communities participating in the NFIP.
- About 17,000 properties are on FEMA's repetitive loss list.
-

FMA traditionally provided up to 75% of eligible costs of projects that met the eligibility criteria, however, with the recent changes in the programmatic guidance, the federal cost share has increased to 100% for eligible Severe Repetitive Loss (SRL) properties, 90% for eligible Repetitive Loss (RL) properties) and 75% for eligible NFIP insured structures, as defined in the Glossary Section.. In addition to CDBG and local or State funds, the match may include property owner funds or a portion of flood insurance claim payments (see Chapter 2, Part B, Section 2.6 about Increased Cost of Compliance, also called mitigation insurance).

FMA Funding Restrictions³

- Individual planning grants using FMA funds shall not exceed \$50,000 to any Applicant or \$25,000 to any Subapplicant.
- FMA funds can only be used for the flood hazard component of a hazard mitigation plan that meets the planning criteria outlines in 44 CFR Part 201.

Minimum Project Eligibility

To be eligible for FMA funding, projects are to:

- Be technically feasible;
- Be cost-effective;
- Conform to applicable environmental regulations and State and local codes and standards;
- Conform with the LMS, which must specifically address continued compliance with the NFIP; and
- Be located in an eligible community.

FMA is focused on “insured buildings.” This is a good reason to encourage all property owners in a potential project area to buy flood insurance.

³ Hazard Mitigation Assistance Guidance, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program February 27, 2015

Pre-Disaster Mitigation (PDM)

As appropriated by the Department of Homeland Security Appropriations Act, 2014;⁴PDM Grant Program provides resources to assist states, tribal governments, territories and local communities to reduce overall risk to the population and structures from future hazard events, while also reducing the reliance on federal funding from future disasters.

The PDM Grant Program was created with the goal of assisting states, tribal governments, territories and local communities to implement a sustained pre-disaster natural hazard mitigation program, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended.⁵

The Hazard Mitigation Assistance (HMA) Unified Guidance applies to the application cycle. Sub-applicants are encouraged to review the guidance for detailed information regarding eligibility and to contact FDEM for additional information.

PDM Funding Restrictions⁶

- Up to \$3 million Federal Share may be requested in a subapplication to implement a mitigation project.
- The cumulative federal award for sub applications awarded during a single application cycle to any one Applicant shall not exceed 15 percent of the total appropriated PDM funds for application cycle.

⁴ Public Law 113-76

⁵ 42 U.S.C. 5133

⁶ Hazard Mitigation Assistance Guidance, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program February 27, 2015



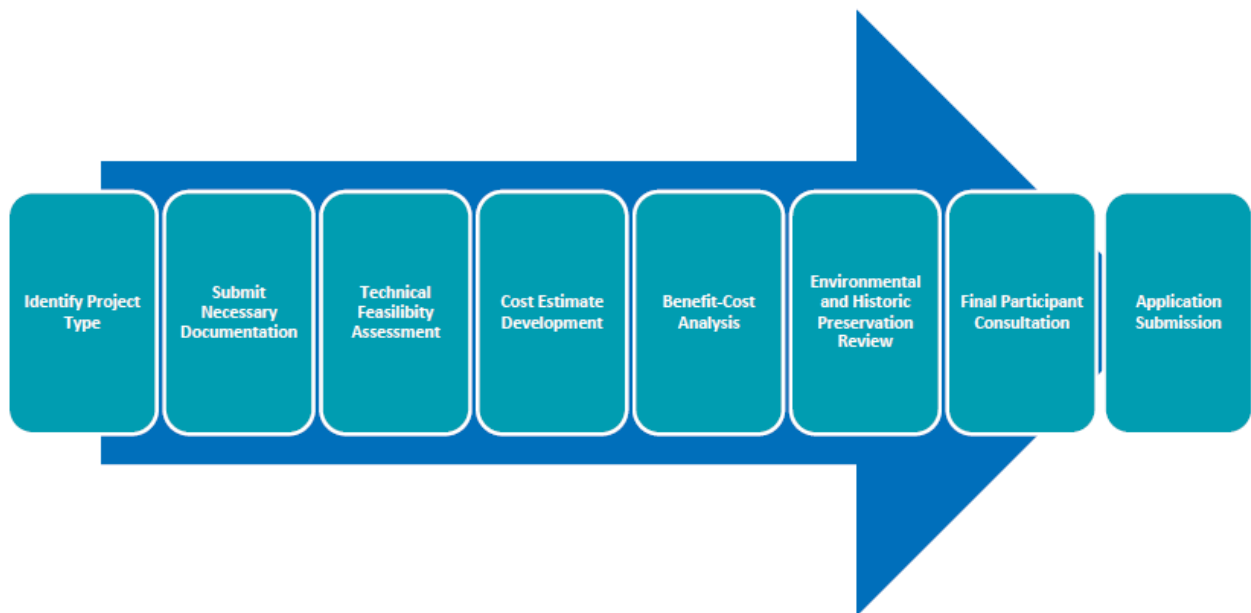
Chapter 1 Detailed Project Overview

This chapter includes brief descriptions of four types of flood mitigation projects and each section includes an overview of the typical project process. Key factors that should be understood and considered when defining projects are described in Section 1.5, including pros and cons.

1.1 Acquisition / Buyout

1.1.1 Overview

A floodplain buyout project involves the purchase of properties that have sustained flood damage or that may be subject to severe or repetitive flooding. To be eligible for funding, property owner participation must be voluntary. Buildings are either demolished or physically moved, and the land must be retained as open space in perpetuity so that it fulfills natural and beneficial floodplain functions. These projects can be planned to fulfill multiple objectives, including recreational open space and environmental enhancement.



Application Development Process Diagram for Homeowners

1.1.2 Community Assurances for a Buyout

A great deal of a community's communication with property owners will take place before a grant application is submitted to the FDEM, and long before a Subrecipient Agreement is executed (See FDEM Required Forms in Appendix D). As such, it is good to know early in the process that the Subrecipient Agreement will, in part, be a statement of assurance that the community:

- Will inform property owners that it will not use its eminent domain authority (condemnation) to acquire property should negotiations fail (Form F);
- Will advise property owners, and obtain a statement from them, that their participation is voluntary (Form G-3);
- Will restrict the title to the acquired property to allow only compatible open space use (see Chapter 5, Section C.2.1) without future construction; and
- Remove (demolish or relocate) acquired buildings within 90-days of closing.

1.1.3 The Typical Buyout Process

It is important to understand that buyout projects can be labor and time intensive, especially when many properties are involved. Chapter 5, Part B includes Figure 5-1, a flowchart outlining the typical buyout process. The following are brief descriptions of some of the elements in the process:

- **Mind the details.** This step applies throughout, from application to implementation to close-out. Applicants will have to get a lot of information from property owners, and this data becomes very important in determining the cost of mitigation measures and computing the buyout offers.
- **Community commitment.** Local communities have to commit more than money and some staff time. A successful project needs active participation of many players, including the elected officials and property owners.
- **Involve property owners.** Applicants need to have a good outreach plan and need to be committed to making it work. A successful mitigation project requires active and willing property owner participation, especially since there are several commitments owners must make, such as agreeing to invest in homes outside of the mapped floodplain.

Before Acquisition



After Acquisition



- **Hold a public meeting.** Remember that nearby residents and others throughout the community will be interested. Although they may not be personally impacted, large projects can change neighborhoods, so they need to be kept informed as well. The meeting should take place as early in the planning process as possible so the community is involved in the project.
- **Obtain statements of voluntary participation.** Federal mitigation funding is strictly limited to helping owners who participate voluntarily. The grant application must include a signed statement from each property owner that his or her participation is voluntary. Communities must assure, in writing that they will not condemn any property if the owner is unwilling to participate. See Appendix E – Sample Forms
- **Begin to collect information required to estimate costs and prepare buyout offers.** Applicants will collect data about each house and property, and about each owner. See Appendix E – Sample Forms. Owners will sign documents that allow access for the purpose of estimating costs:
 - (a) Right to Enter and Inspect and Notice of Intent to Take Soil Borings and Ground Water Samples, and
 - (b) Property Inventory, which gives the community permission to conduct an inventory of the property.
- **Be consistent.** Property owners will begin to talk and learn about each other’s offers, so it is important that Applicants set clear procedures up front (see Chapter 2, Section A.1.2) and apply them uniformly. Consistency is another reason why a good outreach plan is important, so that it is clear who will be communicating what and when.
- **Define needed in-house support and services to be procured.** If communities have the necessary expertise on-staff, and if they can handle the workload, some services can be done in-house. Typical services that may be contracted include overall project management, program specialist, appraisals, surveying, legal services for title work and closing, and demolition.
- **Read and understand the Subrecipient Agreement.** Before beginning and work on the project read and be sure you understand all elements of the Subrecipient agreement executed with the FDEM.
- **Scrutinize the basis for compensation and obtain appraisals.** Prior to initiating the appraisal process, consult with in-house legal experts to discuss establishing the basis for deciding the value of property and what compensation property owners will get. A licensed property appraiser will prepare fair market valuations, which need to be reviewed to make sure they reflect the specifics of each property.
- **Determine Duplication of Benefits (DOB).** From the appraised value will be subtracted certain financial benefits that may have been paid to owners after a flood, if those benefits were not put back into the building as repairs. Subtracted benefits may include:
 - (a) *Flood insurance payments for structure damage;*
 - (b) *IFG payments for structural repairs;*
 - (c) *Emergency Minimal Repair Grants (EMR); and*
 - (d) *Private insurance payments that weren’t expended for repairs.*
 - If any of these payments were used to repair the structure, the property owner must provide proof with invoices marked paid or other receipts.
- **Factor in value of materials and items salvaged by owners.** If the owners want to remove items after the appraisals have been made, then the value of items removed must be subtracted from the Fair Market Value to avoid any Duplication of Benefits. Contact FDEM for specific questions.
- **Determine compensation and make the buyout offers.** Each property owner will get a document that explains the acquisition process and the specific amounts used to determine compensation. The document includes a purchase agreement in a form that constitutes an offer from the owner to sell property to the community, and acceptance by the community of the offer. See Appendix E – Sample Forms

- **Provide the opportunity to appeal.** No process is perfect, so it's important that property owners have a means of recourse if they feel they are not being treated fairly. This occasionally happens when owners don't understand the basis for the offer or get confused about subtracted benefits. When someone believes they aren't being made a fair offer, they need to be able to appeal the decision. Typically this involves the owner paying for an independent appraisal, or offering additional information to dispute the DOB deductions.
- **Execute the Voluntary Transaction Agreement.** When Applicants and the property owner come to agreement within the limits of the grant and funding program guidelines, the next step is to execute the Voluntary Transaction Agreement. See sample in Appendix E – Sample Forms
- **Conduct the title search.** As with all real estate sales, a title search is conducted to determine ownership and to identify any ownership issues and encumbrances that will have to be resolved prior to closing and conveyance of the deed. See Appendix E – Sample Forms
- **Notify the owners and schedule the closing.** The property must be vacant on the date of closing. If the owner can't move until a later date, the closing may have to be delayed to a mutually acceptable date after the owners are able to move. Just like any real estate transfer, the owner is responsible for mortgage payments, utility bills, and taxes up to the date of closing. See Appendix E – Sample Forms
- **Conduct the closing.** At the closing, the property owner will execute a Certificate of Removal of Personal Property and Debris (See Appendix E – Sample Forms). The owner will then receive the net proceeds from the sale.
- **The closing paperwork.** After the closing, the title company will provide the community with a complete title package that will include, at a minimum, a Final Title Insurance Policy, copy of the recorded Warranty Deed (with prescribed and required deed restriction language), copy of the closing statement, and a copy of the checks for all disbursements made at closing.
- **Demolish buildings and clear sites.** This part of the project is when real progress is visible! Applicants will want to use the demolition contractor efficiently, grouping buildings as much as possible without creating too much delay. FEMA requires that buildings are to be demolished within 90-days of closing. Wells have to be capped and septic tanks handled according to State regulations and underground utilities decommissioned. See Appendix C for a Final Inspection Worksheet.
- **Watch the dollars and cents.** All projects are approved with a budget that is based on a number of assumptions and estimates. Applicants will keep track of the running total so that they can report on anticipate overruns or underruns. The grant programs are cost-reimbursable based upon actual project cost. If an overrun occurs, notify your FDEM project manager immediately.
- **Conduct the project closeout.** The FDEM will perform a final field inspection before approving final reimbursement. Keep all the paperwork - FEMA or the FDEM may need to conduct an audit in the future.

1.2 Elevation-in-Place

1.2.1 Overview

An elevation project typically involves lifting up the existing building (if it is structurally sound) and constructing an elevated foundation under it, then lowering the structure onto the new foundation. Although costs and complications vary, buildings with all types of foundations have been elevated, including those on crawlspaces, on piers or pilings, and those on concrete slabs-on-grade.

For several reasons, some communities decide to elevate floodplain homes rather than undertake an acquisition project. For example, perhaps only a few homes in an area are flood-prone, and acquiring these lots for public

ownership may not make sense. In other areas where new buildings are being permitted and constructed in the floodplain, some of the benefits of returning a few lots to open space may not be significant.

When new buildings are permitted in the floodplain, the single most important design and construction requirement is that the lowest floor be elevated to the Base Flood Elevation plus an additional foot of freeboard. All elevation projects must meet local code requirements and NFIP minimum requirements.

The 2010 Florida Building Code (FBC), Residential (R) specifies elevations: The FBC, R is prescriptive. The minimum elevations requirements are specified in Sec. R322 and are based on flood zone:

- R322.2.1 (Zone A, including Coastal A Zone if designated per R322.2) specifies the elevation of the lowest floor – and requires an additional foot of elevation if the building is located in a designated Coastal A Zone.
- R322.3.2 (Zone V) specifies elevation of the lowest horizontal structural member based on the orientation of that member relative to the direction of wave approach.

The required elevation is set forth in each community's floodplain management regulations adopted for participation in the NFIP and in Florida, must also meet or exceed the appropriate provisions in the State Building Code. An elevation project applies this same requirement to non-conforming, structurally sound buildings by raising them in-place on elevated foundations.

While flood risk to elevated buildings is reduced, it is not eliminated as in the case of acquisition projects. As such, other flood-related risks may continue. For example, vehicles and accessory structures may be damaged, and evacuation may still be necessary.

Another matter to consider when deciding to do an elevation project has to do with a potential health concern. Buildings that have been inundated, especially those that were flooded for more than a brief period of time, experience mold growth or may have other contamination that could pose risks. An important step for homes being mitigated post-disaster may be careful inspection of homes, especially behind siding and other enclosed areas that do not dry quickly.

There are several other factors to think through when considering elevation, and while each community's decision process will be unique, some of these factors are outlined in Section 1.5.

1.2.2 Properties Eligible for Elevation

To be eligible for HMGP, FMA or PDM funds, elevation-in-place projects must fulfill certain requirements, including:

- The buildings must be inspected inside and underneath to determine that they are sound and can be elevated.
- The property owner must agree to obtain and maintain flood insurance.
- The height to which the building will be elevated must be at least the Base Flood Elevation, plus any freeboard specified in State of Florida Building Code.
- Foundations are to be designed for the soil conditions and to withstand the flood and wind loads for the area.

- Enclosed areas under elevated buildings must comply with the local floodplain management ordinance with respect to use of flood resistant materials, size and location of flood openings, and uses must be restricted to parking, building access, and limited storage.
- Other aspects of the local building code must be addressed.

1.2.3 The Typical Elevation-In-Place Process

Elevation projects can be difficult and time-consuming. Many elements in the process are similar to those for acquisition. The following is a brief description of key elements that are different:

- **Involve property owners:** As with an acquisition project, property owners will be very involved. Not only are they concerned about the appearance of their homes, but they'll have to execute contracts and temporarily vacate during the actual elevation work.
- **Double check substantial damage and “mitigation” insurance payment:** Chapter 2, Section B.5 briefly outlines the substantial damage provision, and Chapter 2, Section B.6 details the Increased Cost of Compliance (mitigation) insurance coverage that is part of all NFIP flood insurance policies on buildings in mapped floodplains. If an insured building that is proposed for elevation was substantially damaged, then the ICC claim payment is specifically provided to achieve compliance through elevation or other means. This payment, which is made only after coordination and verification between the insurance adjuster and the community, can be used as the non-federal cost share for FMA and HMGP grants.
- **Determine foundation type or design the foundations:** To get a detailed cost estimate, foundations may be designed during the application phase. If they are not, then an early step after grant award is to have designs prepared for those homes for which the owners have agreed to proceed. If the home has a basement, it must be filled in (see Chapter 5, Section C.5.2). Utilities that were located in the basement may be relocated to a “utility addition,” which is the only expansion of habitable space that is eligible under the grant.
- **Look at upgrades required by the building code:** Considerable work is involved in elevating an existing home on a new foundation. Given the nature and amount of work involved, the provisions of the building code may trigger a requirement that other non-conforming aspects of the building are to be brought into compliance, otherwise known as substantial improvement/substantial damage. This may mean that older electrical systems and plumbing systems have to be upgraded. In some cases, upgrades to

Before Elevation



After Elevation



other aspects of the building or its utility support systems may be required, such as wind-resistant provisions. Code upgrades add to the cost of the project, and some of those costs may not be allowable as part of the project costs that are eligible for federal funding. Some of the additional costs, which are the responsibility of the property owner, may be used as part of the non-federal cost share.

- **Scrutinize the basis for compensation and temporary living support:** FEMA’s requirements limit the elements of an elevation project that are eligible (see Chapter 3, Section A.7.3). The Subrecipient and the property owners may negotiate who pays for other elements (see Chapter 5, Section C.5.2). The amount of financial support provided to owners will likely be a key decision in their participation.
- **Determine Duplication of Benefits:** Some of the same factors identified for acquisition projects will be considered when Applicants review financial assistance that was provided after a flood event, including flood insurance payments and emergency funds for repairs.
- **Make the assistance offers:** Each property owner will get a document that explains the elevation process, details the costs not covered by the grant, and outlines the commitment to fulfill that financial obligation. The owner’s commitment also addresses other requirements, such as getting and keeping flood insurance.
- **Identify qualified contractors and help owners obtain contracts:** Because elevation projects take place on privately owned property, some communities decide they cannot contract for the construction work. The alternative is to have the owners be responsible for hiring the contractor, in which case it is in everyone’s best interest to have a standard scope of work and certain conditions that must be included in the contracts. Sometimes a community will solicit contractors, and then issue a “task order” to be negotiated for each house. Working with one contractor can also reduce costs, both mobilization and implementation costs, if work on multiple homes can be closely scheduled.
- **Obtain permits and schedule the work:** The owner should notify the community when the work is to be performed, especially to ensure proper inspection as required by local building permits. If the community holds the contract, close coordination on the timing is important.
- **Personal property and liability:** Furnishings in a home do not have to be completely removed during an elevation project, although most owners want to remove fragile items. The elevation contractor should specify, as a matter of liability, the items that can be left in the building.
- **The paperwork:** To speed reimbursement from the State, make sure the community’s records and invoices from the contractor clearly separate costs that are grant-eligible from those that are not. If the contractor will be performing upgrade work that is paid entirely by the owner, such work should be specifically called out in the scope of work and the contractor’s cost estimate.
- **Elevate buildings and clear the sites:** This is when everyone will see a lot of progress. If a contractor is working on several homes in the same area, work can proceed more efficiently if they’re scheduled close together in time, as well.
- **Require the as-built Elevation Certificate:** This certificate is required as part of the closeout. It is also important for the owner to keep a copy in order to obtain flood insurance.
- **Watch the dollars and cents:** All projects are approved with a budget that is based on a number of assumptions and estimates. Applicants will keep track of the running total so they can report on anticipated overruns and underruns. The grant programs are cost-reimbursable based upon actual project cost. If an overrun occurs, notify your FDEM project manager immediately.

1.3 Relocation to Non-Floodplain Lot

A relocation project blends characteristics of a buyout with retention of existing building stock within a community. If flood-prone buildings are structurally sound, and if non-floodplain sites are located within a reasonable distance, buildings may be physically moved. The vacated lands are to be retained as open space into perpetuity and deed restricted.

This manual does not address this project type in detail, although it is easy to see how parts of an acquisition project are combined with physically moving a building (elevation-in-place is physically moving a building up, rather than horizontally). The most significant factor that is different will be whether the receiving site is a vacant “in fill” lot, or whether the receiving site must be developed with utilities and roads.

Another matter to consider regarding relocation has to do with a potential health concern. Some buildings that have been inundated, especially those that were flooded for more than a brief period of time, mold growth or other contamination may pose risks. An important step may be careful inspection of homes, especially behind siding or other closed areas.

1.4 Mitigation Reconstruction

Few projects take the unusual approach of demolishing existing buildings and reconstructing fully compliant, elevated buildings on the same sites. However, especially when buildings are not sound enough to be elevated, and when property owners do not want to move and are willing to add their own funds to whatever grant amounts are available, this approach can work. It is particularly attractive to owners who will receive the Increased Cost of Compliance payment from their flood insurance (if substantially damaged) because the additional insurance payment can be used to reconstruct a compliant building. A grant used for mitigation reconstruction has specific funding limits on construction costs, which must be estimated assuming the building is sound enough to be elevated. This manual does not address mitigation reconstruction in extensive detail so be sure to contact the FDEM for more information.

Before Mitigation Reconstruction



After Mitigation Reconstruction



1.5 Considerations to Help Define the Project

1.5.1 Pros & Cons for Different Project Types

Acquisition: FEMA has provided funds for the acquisition of flood-prone homes since the early 191990s, and more recently FEMA and the Housing and Urban Development (HUD) have provided funds to communities struggling to deal with severe and repetitive flood problems in low to moderate income areas. Acquired lands returned to greenspace serve natural floodplain functions, and are required to be kept in restricted, permanent public open space or deed restricted if ownership is transferred to others.

- **Pros:** Permanent removal of people and property from hazards; reduce property damage and cleanup costs; reduce/eliminate need to evacuate; relocate people to safer areas; return floodplain to natural function to allow floodwater to pass unimpeded; create public open space which, depending on the design, may increase aesthetics of the area; reduce likelihood of sewage contamination.
- **Cons:** May remove homes from local housing stock; has the potential to disrupt neighborhoods; removes property from tax base; requires voluntary participation so may not include contiguous lots, thus continuing requirement for services.

Elevation-In-Place: This measure can be applied to homes that are structurally sound, especially those that are already on crawlspace, pier, or pile foundations. Slab-on-grade houses can be elevated, although there are some other technical issues to address, along with expected increases in costs.

- **Pros:** Retains housing; keeps property on tax base; results in code-compliant buildings; reduces the cost of flood insurance; reduces (but not entirely eliminates) potential flood losses.
- **Cons:** Temporarily displaces residents; makes access more difficult due to structure height; continues potential need to evacuate; some homes may have residual mold or contamination; may expose homes to higher wind loading; can be expensive; continued impairment of septic tanks and drain fields during periods of high water.

Relocate to Non-Floodplain Land: Sometimes homes may be structurally sound enough to physically move to ground that is at a higher elevation and out of the mapped floodplain. To be cost effective, vacant non-floodplain land should be available within reasonable distance, and the transport path should be free of constrictions.

- **Pros:** Retains sound housing and reduces waste; returns floodplain to natural function; facilitates in-fill development; reduces need for flood insurance; vacated land becomes public open space.
- **Cons:** Temporarily displaces residents; installing utilities and roads to vacant land is expensive, if such services are not already in-place; likely to increase costs if it triggers code compliance for plumbing, wiring, energy efficiency, etc.

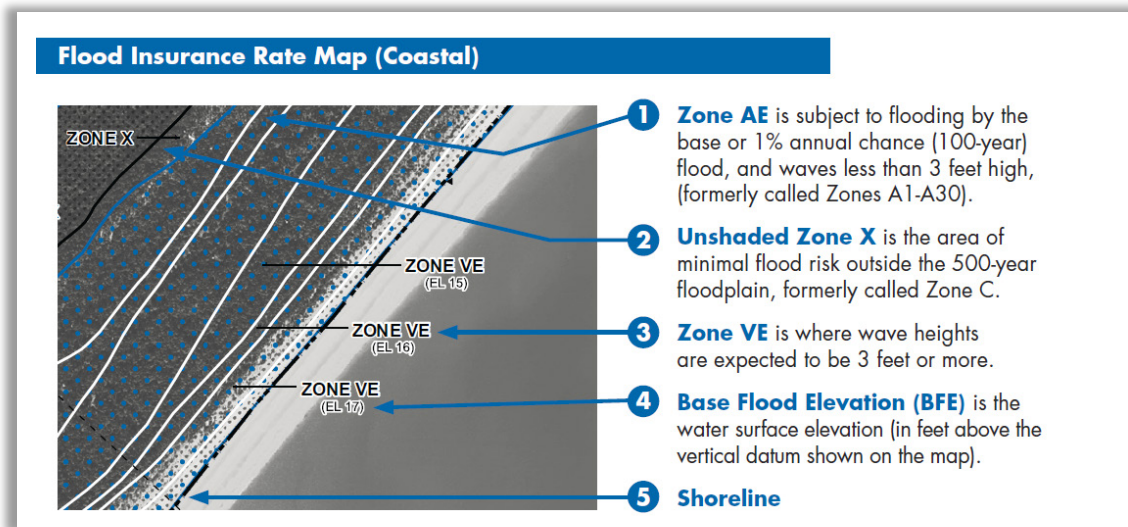
Mitigation Reconstruction: In select instances, an alternative approach may be to demolish the damaged floodplain home and rebuild a fully compliant building. Note that this measure may not qualify for full funding participation by some grant programs. However, many flood prone areas will continue to be occupied, and new construction can be built in compliance with applicable codes and ordinances. Therefore, there is an argument for allowing reconstruction if a building cannot be elevated-in-place, or if another cost effective measure is not available. Despite the cap of \$150,000 of project costs mitigation reconstruction is an option to consider.

- **Pros:** Rebuilding adds sound, code-compliant housing to the community; effective where homes have been substantially damaged and retrofit or compliance is required; keeps communities intact; avoids public ownership of non-contiguous or patchwork lots; higher value new homes increase local tax base.
- **Cons:** Grants may not provide sufficient funds to rebuild; temporary housing required during construction; public services may still be required to evacuate; flood risk not eliminated

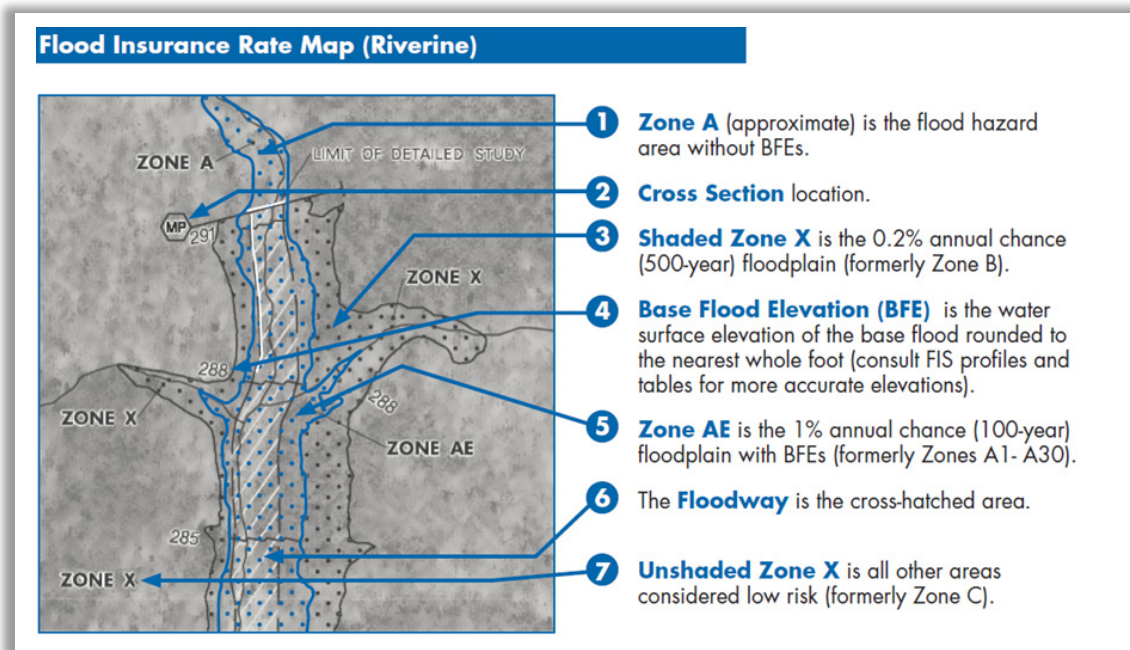
1.5.2 Specific Measures for Different Floodplains

There are several types of floodplains, with different physical characteristics. Some of these characteristics are shown on the NFIP Flood Insurance Rate Map (FIRM) or Floodway map, but some are not.

Figure 1-1 Coastal Flood Insurance Rate Map (FIRM)⁷



⁷ 2012 Florida Quick Guide

Figure 1-2 Riverine Flood Insurance Rate Map (FIRM)⁸

- Coastal flood hazard areas subject to high velocity wave action (V Zone):
 - With significant wave action (waves greater than 3 feet)
 - Subject to erosion
 - With significant over wash of sand
 - Where buildings have heightened flood risk
- Coastal A Zones, located just inland of the V Zone where waves are still a factor although predicted to be less than 3 feet:
 - Subject to erosion
 - With significant over wash of sand
 - Where buildings have heightened flood risk
- Riverine (Inland) flood hazard areas (A Zones);
 - In the fringe (outside of the Floodway)
 - Where buildings have heightened flood risk
 - Subject to erosion
 - Subject to significant debris which can damage buildings

When Applicants are deciding which mitigation measure to apply in specific areas, checking the FIRMs and other sources to understand the nature of the flood hazard is an important step. Sources may include the public works department, the local floodplain management agency, the local emergency management agency, State agencies

⁸ 2012 Florida Quick Guide

(FDEM, Department of Transportation, etc.), the U.S. Army Corps of Engineers, and the Natural Resources Conservation Service.

The specific mitigation measure selected should take into consideration the physical characteristics of the area. Table 1-1 suggests measures for coastal floodplains. Table 1-2 suggests measures for riverine floodplains. For elevation projects, several methods of elevation are noted as some are more appropriate than others, depending on the nature of the flood hazard. For example:

- Where velocities are high, solid foundations (even with flood openings) will have to be designed to withstand higher hydrostatic loads;
- Where velocities are high, earthen fill may be subject to erosion and become unstable;
- High velocities pose greater threats during evacuation;
- Long duration flooding complicates temporary housing during floods;
- Long duration flooding saturated earthen fill; and
- Solid foundations don't allow transport of over wash sand.

Table 1-1 Suggested COASTAL Mitigation Measures as a Function of Flood Zone and Special Hazard Characteristics

Flood Zone	Special Hazards		Elevate on Fill	Elevate on Piles	Elevate on Columns	Elevate Solid Foundation Walls	Acquire or Relocate	Demolish & Rebuild	*Flood-proof
V Zone	Subject to erosion		No	No	No	No	Yes	No	No
V Zone	High sediment/overwash		No	Yes**	Yes**	No	Yes	Yes**	Minor, major
V Zone	None		No	Yes**	Yes**	No	Yes	Yes**	Minor, major
V Zone	Repetitive		No	Yes**	Yes**	No	Yes	Yes**	Minor, major
A Zone	Subject to erosion		No	Yes**	No	No	Yes	Yes	No
A Zone	High sediment/overwash		No	Yes	Yes	No	Yes	Yes	Minor, major
A Zone	Repetitive	Yes	Yes	Yes	Yes	Yes	Yes		Minor, major

* Floodproofing may involve minor measures (relocate utilities, vacate and fill basements) that are applicable to both residential and non-residential buildings. Major measures, such as structural strengthening, are allowed only for non-residential buildings where advanced warning is reasonable and sufficient. NOTE: Floodproofing may not be eligible for HMGP and FMA grants.

** Designs should account for flood loads and other loads. See ASCE 24-14

Table 1-2 Suggested RIVERINE Mitigation Measures as a Function of Flood Zone and Special Hazard Characteristics

Flood Zone	Special Hazards		Elevate on Fill	Elevate on Piles	Elevate on Columns	Elevate Solid Foundation Walls	Acquire or Relocate	Demolish & Rebuild	*Flood-proof
A Zone	Fringe	Yes	Yes	Yes	Yes	Yes		No	Minor, major
A Zone	Floodway		No	Yes**	Yes**	No	Yes	Yes**	Minor, major
A Zone	Repetitive	Yes	Yes	Yes	Yes	Yes	Yes		Minor, major
A Zone	High velocity		No	Yes**	Yes**	No	Yes	Yes**	Major, minor
A Zone	Subject to erosion		No	Yes**	No	No	Yes	Yes**	No
A Zone	Debris impact	Yes	Yes**	Yes**		No	Yes	Yes**	No

* Floodproofing may involve minor measures (relocate utilities, vacate and fill basements) that are applicable to both residential and non-residential buildings. Major measures, such as structural strengthening, are allowed only for non-residential buildings where advanced warning is reasonable and sufficient. NOTE: Floodproofing may not be eligible for HMGP and FMA grants.

** Designs should account for flood loads and other loads. See ASCE 24-14

1.5.3 Defining the Project to the Applicant's Benefit

After a disaster declaration, the FDEM will notify eligible communities of the funding allocations for HMGP. Whether the funding is used entirely for one project or split between projects is up to the Local Mitigation Strategy workgroup. Approval of funding will be withheld unless each project's priority, as set forth in the LMS, is specified.

1.5.4 Properties outside the Mapped Floodplain

FEMA reports that nearly one-third of all NFIP flood insurance claims are made on properties that are in B, C, or X Zones, or outside of the mapped floodplain⁹. FEMA also acknowledges that the Flood Insurance Rate Maps, especially older maps, may not provide the detail necessary to reasonably delineate those areas that are subject to the 1 % annual chance flood (i.e., within the 100-year floodplain).

Applicants may need to explore additional technical data to define the hazard, but the documented history of flooding supports the idea that a mitigation project outside of the mapped floodplain may be reasonable to pursue. At a minimum, with assistance from the FDEM, Applicants may need to approximate the flood hazard characteristics, similar to the way that Base Flood Elevations are approximated in unnumbered A Zones (see Chapter 3, Section A.4.2).

1.5.5 Conservation Easements

According to the U.S. Fish and Wildlife Service, a conservation easement is defined as a legal agreement voluntarily entered into by a property owner and a qualified conservation organization such as a land trust or

⁹ https://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp

government agency. The easement contains permanent restrictions on the use or development of land in order to protect its conservation values.

As part of a mitigation project, a conservation easement can be placed on certain parts of land that remain in private ownership. The easement, which is required to be recorded on the deed, dictates future use of that property.

Example:

If a farm home is included in the project, acquisition of the entire farm is impractical. The house may be removed (demolished or moved) and an agricultural easement could be written to cover the vacated floodplain portion of the land. This approach would allow the farmer to continue productive use of the land, or it may restrict use to allow the land to return to more natural floodplain functions. Other options are discussed in Section 1.5.20, and Applicants should contact the FDEM for advice.

Example:

As another example, a combination of easements and re-use of larger tracts of vacated land might help fulfill reforestation requirements or wetland creation requirements associated with public works projects or private development. Applicants should check with their planning or environmental agency to see if there are opportunities to network projects. A significant benefit of this approach may be to bring additional funding to the table - which can then be used as the non-federal match.

As another example, a combination of easements and re-use of larger tracts of vacated land might help fulfill reforestation requirements or wetland creation requirements associated with public works projects or private development. Applicants should check with their planning or environmental agency to see if there are opportunities to network projects. A significant benefit of this approach may be to bring additional funding to the table - which can then be used as the non-federal match.

1.5.6 Defining the Project in Phases to Retain Future Eligibility

Under FEMA's HMGP program, Applicants and FDEM define the scale and scope of the project. FMA and PDM projects are defined as well, although there is more emphasis on severe repetitive loss, repetitive loss, and NFIP-insured properties.

Applicants should prioritize structures for acquisition or elevation projects using a transparent and inclusive approach. This approach should be clearly defined and outlined in the Applicant's Hazard Mitigation Plan. This way, in the event that there is not adequate funding to accomplish the entire scope, the risk is reduced.

How can this happen?

Consider the following scenario. Suppose a project includes 50 homes in a flood-prone area identified by recreational planners as a terrific addition to a neighboring complex of ball fields. Suppose 38 of the homes are 5 feet below the BFE and were substantially damaged. The remaining 12, located throughout the area, are only 1 foot below the BFE. Applicants submit an application to acquire 50 homes - anything less means the community ends up with land that cannot be added to the recreational complex. When adding up the costs and the benefits (damages avoided) the project has a Benefit Cost Ratio (BCR) that exceeds 1:1.

Now, suppose the available funding will be enough to buy only 45 of the homes in the area? How do Applicants decide which of the 50 homes to buy? Will the ones that don't make the priority list the first time still be eligible for future funding? As described above, it is possible to define the project so that implementation in phases won't jeopardize eligibility for future grants. But keep in mind the need to reinforce the overall benefits of the larger project when negotiating with the FDEM or FEMA.

How Can Mitigation Affect Property Taxes?

- Reducing the number of people who need to be evacuated and sheltered, which could reduce emergency response costs for all future flood events.
- In flood-prone areas, property tax income may fall over time. Flood-damaged buildings, especially if frequently flooded, are often not fully restored. They may become substandard, undesirable housing that diminishes in value even if nearby homes outside of the floodplain are appreciating in value.
- To the extent that vacant land is available for new homes, or if currently vacant homes outside of the floodplain are rehabilitated, an acquisition project may help stimulate growth which would add to the tax base.

1.5.7 Options: Acquisition or Elevation?

One of the objectives behind the Local Mitigation Strategy is to decide what type of project is in the community's best interest. It gives Applicants the opportunity to consider whether acquiring public open space is consistent with community objectives, such as recreational sites, wetlands replacement/mitigation, and others. Check with the local Emergency Management Office for LMS specific details or contact FDEM.

The community is the Applicant, and the property owner must apply for the mitigation program through the Applicant. The property owner is a critical stakeholder in the process and the Applicant and property owner should coordinate to determine what project type will be the most effective solution for both the property owner and the community.

There are several considerations that might affect the ultimate decision:

1. The owner's desire to stay or vacate their property
2. Whether or not the project will tie into a larger mitigation strategy for the neighborhood, i.e. is the project part of a larger system of interconnected acquisition?

If Applicants are uncertain on which mitigation project is appropriate for their community, coordinate with FDEM before going much further in the process. If Applicants want to keep options open, then the application will have

to include sufficient information for the FDEM to be able to evaluate both, and approval will likely be based on the most cost-effective option. Then Applicants can proceed with either elevation or acquisition, as long as the costs don't exceed the approved amount of the grant.

1.5.8 Avoiding “Patchwork” in Acquisition Projects

With respect to floodplain acquisition projects, the term “patchwork” refers to an area that is left with some buildings and privately-owned lots scattered with lots that are publicly-owned. The goal of many acquisition projects is to have large open space areas that can be used to benefit the community (see Chapter 5, Section C.2 for allowable uses). Ideally, every home in the project area will add to a cost-effective project, every property owner will be a willing seller, and Applicants will find a way to acquire any parcels that are vacant (if the parcels are adjacent to buildings being acquired). Upon successful implementation, the end result will be the contiguous open space that enhances the community.

The best way to achieve this is to carefully define and plan the project from the beginning by engaging stakeholders and homeowners adequately. If the proposed area is large, be sure to involve other departments in the community that might have an interest in helping to acquire properties that don't qualify for federal mitigation funding.

Examples:

- If the parks department wants the area for recreational use, they will have an interest in securing the entire area.
- If the roads department wants the area for wetlands mitigation or reforestation, they will have an interest that may prompt financial support.

Utilizing the LMS process is a great way to let the residents know how the Applicant plans to reuse flood prone areas, as they may be supportive of the proposed project(s).

What contributes to the patchwork problem?

- Insufficient funding to buy out the entire area;
- Property owners who are unwilling to sell;
- Using only one criterion to prioritize the buyouts, which can lead to the less, but still, flood-prone homes being left behind; and
- Vacant lots that weren't included in the application and for which do not have other funding.

The single most important thing to do to avoid patchwork is to define the project to meet the Applicant's needs - and stick to it. Where things tend to break down is if a benefit cost analysis is required. If the project includes a couple of vacant lots or a few structures that would not have positive individual BCR's but the aggregate BCA is good, then the project as a whole should be acceptable.

1.5.9 Vacant Parcels

At first glance, using scarce mitigation funds to buy vacant land may not seem to make a lot of sense. In fact, as explained in Section 1.5.10, leaving vacant lands in private ownership may result in “patchwork” if the owners eventually decide to develop these properties.

FEMA funds have been used to acquire vacant parcels. How the FDEM and FEMA will evaluate the inclusion of vacant land will, in part, depend on the cost-effectiveness of the project as a whole and whether it is reasonable, in light of the overall project objective. If severe repetitive loss, repetitive loss, floodway, or substantially damaged homes are included in the project, then the occasional vacant parcel is unlikely to significantly reduce the cost effectiveness of the overall project. Under other circumstances, consult FDEM for advice.

1.5.10 Mitigation Options to Consider for Historic Structures

Structures that are listed on the national or State register of historic places can be part of a mitigation project. Simply being listed does not mean “hands off,” indeed, in some cases it makes sense to protect valuable historic and cultural resources from future flood damage. The approach Applicants take will depend on several factors, including discussion and coordination with FEMA and the State Historic Preservation Officer. The following outlines typical approaches:

- **Acquisition:** If Applicants propose to acquire a historic property, consider asking a local preservation organization to relocate the structure (provided relocation will not jeopardize its historical value). Applicants can sell the building for a minimal amount, and they may be able to cover the cost of relocation. Some communities require the recipient to completely clear and stabilize the vacated lot and the value of the work is a contribution to the non-federal match.
- **Demolition:** Applicants may be required to fully document the structure before it is demolished. If it is a fairly typical structure, this may be completed by the local preservation office. If it is very unusual, Applicants may be asked to photographically document construction techniques during demolition. If this is the option, Applicants need to know well in advance to include the costs in the application and specify the details in the demolition contractor’s specifications.
- **Elevation:** Even old buildings can be elevated if they are structurally sound, although extra attention to the visual impact would be required. This approach makes the most sense if adjacent buildings are also being elevated.
- **Minor Floodproofing:** If acquisition or elevation aren’t feasible or desirable, then consider other ways to minimize damage, including redesigning the interior space, replacing materials with water resistant materials, or constructing barriers to prevent water from entering low spaces. Such measures would have to be designed to preserve the historic value of the building.

1.5.11 Setting Priorities

Substantial Damage vs. Lesser Damage

For post-flood projects, the degree of damage that is sustained is a good factor to include when setting priorities. Homes that are destroyed are likely to be very high on the list, followed by those that sustained substantial damage (as defined in the floodplain management ordinance and explained Chapter 2, Section B.5). Review the Preliminary Damage Reports (Chapter 2, Section B.2) and the State’s Mitigation Assessment Reports (Chapter 2, Section B.3) for additional information that may be helpful in setting priorities.

Applicants may have good reasons for including homes that experienced less damage, especially if there are open space plans for the vacated area and the need exists to avoid leaving behind homes that may not rank high..

Primary Residence vs. Secondary/Vacation Properties

FEMA’s regulations and policies for its mitigation grant programs do not explicitly address handling primary residences and secondary/vacation homes in different ways (although the disaster assistance housing programs

do). Especially if there is a high demand for funds, the FDEM may establish a priority to focus on primary residences.

Even though secondary and vacation homes may account for a significant amount of damage in many coastal communities, their owners aren't displaced if the buildings are destroyed. However, vacation homes are sometimes used as income-generating rental units.

If the homes in the mapped flood hazard areas include both primary and secondary homes, Applicants should address this issue in the LMS.

Rental vs. Owner-Occupied

Some communities treat rental properties as non-residential properties (see Section 1.5.13). If Applicants exclude rental properties from the project, vulnerable families may be left exposed to flood risk. An applicant's approach to rental homes may be different if the project area includes an apartment building, especially if it has units that are higher than the BFE and if obtaining a contiguous open space is not part of LMS objectives. In a case like this, one option may be to negotiate with the owner for the rental rights of the ground level units, which would be deed restricted as uninhabitable space. The walls around the ground level space would then be physically modified to meet the appropriate floodplain management (NFIP) standards. Modification may involve filling below grade areas, retrofitting flood openings to allow inflow and outflow of floodwaters, removal of finish materials, and other such steps. Consult FDEM before considering this approach.

Other Factors

Each community will likely include other factors when setting priorities. Some factors that have been used include:

- Priorities set out in the Mitigation Initiatives List in the LMS;
- Owner interest and commitment;
- Availability of alternative decent, safe and sanitary rental housing;
- Location within the floodway;
- Other flood hazard factors such as velocity and depth that are risks to safety;
- Frequency of flooding;
- Preliminary review of cost effectiveness (BCA);
- Whether the acquired land helps further other community goals (avoid "patchwork"), such as open space, recreational use, or storm water management; and
- History of infrastructure losses or water/sewer line infiltration.

1.5.12 Single-Owner Manufactured Home Parks

There are two types of single-owner manufactured home parks. In many parks, utility-ready lots are leased to individuals who bring in their own manufactured home units (mobile homes). Other parks lease fully move-in ready units. Manufactured home parks may have many at-risk units concentrated in one place.

Single-owner manufactured home parks are excellent, though potentially complex, mitigation opportunities. They are good projects because Applicants only have to negotiate the purchase with one person or entity. However, they can be complicated because Applicants have many renters and stakeholders that require coordination, and the total cost to provide Uniform Relocation Assistance (URA) can be high (see Chapter 5, Section A.5.9).

1.5.13 What about Non-Residential Properties?

The Local Mitigation Strategy may include whether and how Applicants propose to address business and industrial properties that are subject to flooding. There are several options to consider in the case that an applicant seeks to mitigate flood impacts to business and industrial properties. Call the FDEM to learn more about these alternative options to acquisition, elevation and reconstruction:

- Dry floodproofing, which requires structural engineering evaluation and design; or
- Wet floodproofing, which means altering a building and how it is used to allow water to enter without causing significant damage.

FEMA's funding for non-residential properties will compensate an owner for the value of the building, not the value of the business or lost income. For many businesses, this means a purchase offer is not enough to finance relocating to a new site. Still, combining a FEMA-funded buyout with Small Business Administration (SBA) loans may be the only way a business can stay in business. Before identifying acquisition, elevation or retrofit of non-residential properties as a priority project, Applicants should involve the State or local economic development agency to help identify other sources of funds or loans.

1.5.14 More Properties than Funds

Limits on funding might mean that Applicants cannot include every home that qualifies based on established priorities. Applicant's own matching funds or FEMA's grant might not be enough to meet the entire need. Even if a decision is made that the community's objective is to clear the whole floodway, or elevate all of the repetitively flooded homes in a backwater area, suppose there isn't enough money?

One option to address this issue is to increase the non-federal share of the project if local funds are available to do so. FEMA's programs fund up-to a certain percentage based upon program specifics; for example, HMGP provides up to 75% of project costs but a project may have a 50% federal and 50% non-federal cost share.

If Applicants phase a project in more than one part in order to match the funding amount in the community's HMGP allocation, pay careful attention to how this might affect eligibility for future funding (see Section 1.5.6). While Applicants may want to focus on high priority homes first, doing so could reduce the BCR for the remaining homes. If this happens and the BCR drops too low, it could mean that future grant funding will be difficult to justify. The best way to approach this situation and to preserve future options is to phase the project, which takes careful planning and a good narrative of the multiple objective benefits it will yield.

The best way to handle large projects that need to be phased is to define the scale and scope of the entire project to meet the objectives set forth in the LMS.

If an Applicant's community's long-term objective includes creating open space that will be used for compatible recreation, then it is important to acquire all of the land. If phases have to be defined, consider the impact of simply ranking the homes by risk (depth or frequency of flooding). In the long run, if adjacent properties are kept together, the likelihood of having a clear, contiguous area increases. Furthermore, in future applications, the benefits of the high risk properties will help off-set those with lower BCR's.

1.5.15 Transferring Land Ownership

Typically, when a community decides to get involved in a floodplain acquisition program it is a decision to own the vacated land. Along with that ownership comes certain responsibilities such as picking up trash, vegetation maintenance, and monitoring for nuisances, among others.

In some cases the acquired land may be attractive to non-governmental organizations such as land trusts, neighborhood recreation councils, and others. With permission granted by the FDEM and the FEMA Regional Administrator, ownership can be transferred to an eligible entity, given the land is deed restricted for allowable uses. For example, Applicants may be removing homes along a waterway and the project provides access for a hiker-biker path that a local greenway/recreation organization is planning. If ownership is transferred, then the community would no longer be responsible for maintenance.

Another government agency may also be interested in owning the land. If it abuts a public park, forest preserve, or resource management area, floodplain land may be a logical addition. Shoreline property may be very attractive for boat ramps if public access to the water is limited.

Even within an Applicant's community, it may be discovered that another state agency or organization is interested if it has or anticipates a need for land in the floodplains. State agencies, especially the Department of Transportation, may have wetland mitigation requirements to fulfill, for example.

1.5.16 Large Lots with Non-SFHA Land

Some projects include homes on large lots that are big enough to have some area that is not in the mapped special flood hazard area (SFHA). Large lots typically cost more, and a lot with buildable area outside of the SFHA could be valuable. Several approaches may be considered. The selected approach will most likely depend on whether the lot is a valuable contribution to the LMS open space plan. Consider these options:

- Elevate-in-place;
- Relocate out of the mapped floodplain, but on the same lot, deed restrict the floodplain portion to prevent future construction;
- Demolish and rebuild out of the mapped floodplain, on the same lot, and deed restrict the floodplain portion;
- Acquire entire lot for public open space; or
- Subdivide the lot and acquire only the portion that is in the mapped floodplain (this may be subject to subdivision regulations and zoning laws)

1.5.17 Coastal Barrier Resource Areas

Areas designated by Congress as Coastal Barrier Resources Areas may have some restrictions or additional conditions with respect to use of federal grant funds. Check with the FDEM early in the planning process if structures in these designated areas will be among those considered for a mitigation project.



Chapter 2 Local Pre-Planning Efforts

Part A: Mitigation Planning

2-A.1 Local Mitigation Strategy (LMS)

To foster development of countywide Local Mitigation Strategies, in 1998, the then Department of Community Affairs provided planning funds to each county and city. Today, the FDEM ensures the goal of this program is to encourage communities to protect residents and infrastructure by:

- Identifying areas that are most vulnerable to disasters; and
- Developing mitigation initiatives to reduce loss associated with such disasters.

Communities interested in applying for mitigation funds must have a compliant LMS, and must list anticipated projects in priority order. When funding becomes available, projects must be submitted in priority order or approval will be withheld.

To be eligible for FMA grants, the LMS must specifically address:

- Repetitive flood losses; and
- Assurances for continued compliance with the NFIP.

2-A.1.1 Actions to Take in Advance

While actual project implementation often has to wait until money is available, some mitigation actions can be taken right away. Some suggested actions that will lay the groundwork for defining projects in the future, and that may substantially shorten the application phase include:

- Prepare a map showing all floodplain buildings, with specific notation for those in the Floodway or V Zone. Using Geographic Information Systems (GIS) is ideal, especially if the data are an overlay of a detailed map or an aerial image. A number of federal or State agencies may have aerial imagery of the project area. Check with the U.S. Geological Survey (USGS) to see if a Digital Orthophoto Quarter Quadrangle has been prepared.
- Obtain and verify the list of NFIP-insured properties that have received repetitive flood insurance claim payments. Even before the next flood, a community can explore feasible options for repetitive loss areas. This will set the stage for moving quickly to help people when funding is available.
- Develop a database of surveyed ground and lowest floor elevations and Base Flood Elevations (BFEs). It could also include some preliminary building data that are useful when estimating project costs, such as

square footage, building age and type, and assessed value. If possible, include the latitude and longitude of each building (geocode) which may be provided by surveyors or by using hand-held GPS units.

- Photograph buildings in flood hazard areas before the next event (See Section 2-A.1.4).
- Prepare an estimated BCA of possible projects to get a feel for whether they will meet the cost-effective criteria of the grant programs.
- Identify multiple objectives that can be satisfied by one project, such as recreational use of open space.
- Identify possible sources of funds to be used for the non-federal share of project funds and to help cover costs that may not be allowable under FEMA's programs. Because CDBG funds are often used, a good readiness action would be to prepare to collect the property owner information that is needed for both FEMA and CDBG requirements.

2-A.1.2 Policies that can be decided before Applicants announce a Project

During the weeks and months following a flood disaster is not the best time to do your planning. Comprehensive and thoughtful planning takes time and ideally will be done long before the next disaster. Similarly, the post-award environment is not the most ideal time to establish policies, as some policies may affect project costs and implementation success.

Refer to the sample Subgrant Agreement (Appendix D) to understand the commitments and assurances that a Subrecipient is expected to provide as a condition of the funding. Some of these policies are required by the assurances, especially those related to post-acquisition land use.

Read this entire Handbook to get a better feel for what is involved in acquisition and elevation projects. Important considerations include, but are not limited to:

- Selection of the project that will work best for a community and the target area: acquisition, elevation, or relocation (see Chapter 1)
- Phasing large projects and defining them to maximize funding (see Chapter 1)
- Prioritizing structures (see Chapter 1)
- Possible sources of the non-federal matching funds (see Chapter 5, Section A.4)
- Whether and how property owners will “contribute” (see Chapter 5, Section A.4.2)
- Using pre-flood value versus post-flood value to determine buyout offers (see Chapter 3, Section A.8.1)
- Estimating Fair Market Value (see Chapter 3, Section A.8.2)
- The formal “initiation of negotiations” with owners (see Chapter 5, Section A.5.8)
- Property taxes (see Chapter 5, Section B.2.3)
- Property owner salvage (see Chapter 5, Section C.3.5)
- Salvage by the demolition contractor (see Chapter 5, Section C.3.6)
- Selling buildings that are detached from foundations (see Chapter 5, Section C.4)
- Options for land ownership (see Chapter 1 and Chapter 5, Section C.2.4)
- Acreage to be acquired when a project includes large parcels (see Chapter 1)
- Using and maintaining vacated lots (see Chapter 5, Section C.2)
- Addressing the presence and absence of flood insurance within a project (see Chapter 5, Section C.5.4)

2-A.1.3 Concepts Governing Equal Treatment under the Civil Rights Act

Title VI of the 1964 Civil Rights Act, and Section 308 of the Stafford Act, set forth certain concepts and policies regarding how communities are to treat individuals. All recipients of federal assistance must comply. As the State receives HMGP, PDM and FMA funding from FEMA, the State also must comply as it administers mitigation

programs and approves grants. Communities that receive grants must comply as they plan for and undertake projects.

The overarching purposes of policies regarding equal treatment are to prohibit discriminatory practices and to avoid conflicts of interest. As part of the application package, a community official will have to execute an assurance statement to that effect. Then it will be the community's responsibility to ensure equality and fair dealing during project implementation.

Over time, buildings in many flood-prone areas may have diminished in value and may have become substandard housing. This is more likely to occur in areas that flood frequently. Thus, some flood mitigation practices may appear to target low income or minority populations who live in these areas. Be sensitive to this when defining the project, and take extra care to involve citizen representatives and the whole community in the LMS and planning process. As long as the concept of governing and applying equal treatment is understood, Applicants will be well-prepared.

While preparing the LMS and putting together the grant application, consider the following steps that can be taken to help comply with Title VI and Section 308:

- Invite citizens to participate in the planning process for the project, and be sure to include those who live outside or near the project area;
- Prepare outreach materials and property owner materials in appropriate languages;
- Clearly define why selected areas are included in the project, usually based on frequency and severity of flooding;
- Verify that local officials or members of boards who may benefit from a project have recused themselves from the decision making and oversight functions; and
- Set objective criteria for prioritizing properties, keeping in mind the ultimate desired use of the public open space that results.

2-A.1.4 Take Quality Photographs

An important step in the LMS planning process is to document existing conditions. It is a good idea to capture buildings that could be included in a project by photographing them from at least two sides. In part, this is valuable to have if the area could be severely damaged to the point that it would be difficult to determine pre-damage conditions for the purpose of preparing market value appraisals.

Keep in mind that severe or total damage may be caused by flood and/or high wind, or in extreme cases post-flood fires have totally destroyed buildings. Because insurance payments are considered in determining Duplication of Benefits, quality photographs will help sort out which coverage should pay for which parts of the damage. This documentation will also help when considering comparable sales and assessed values, especially if owners claim certain building characteristics that could increase the buyout offer.

2-A.2 Outreach and Public Support

Most mitigation projects are designed and implemented with public participation, typically handled through the LMS process. Communicating with those affected, including those whose homes are not within the immediate project area, can minimize misinformation and rumors. Because acquisition, elevation, and relocation projects cannot be approved unless the property owners participate voluntarily, it is in everyone's best interest to share and disclose accurate information.

2-A.2.1 Recommended Outreach Plan

Some communities find it helpful to develop a plan of action for outreach efforts that will be taken. Throughout a project, from the initial step of deciding the details to project closeout, there are times that public involvement may be beneficial. FEMA requires that public notices be published before an application is submitted, and again when a grant is awarded. In addition, Applicants may consider the following outreach steps:

- Citizen involvement through the LMS.
- Inform people whose homes have been damaged to keep good records of disaster assistance they receive and receipts to document repair work performed and paid for. Paperwork should be kept for at least three years.
- Appoint a Point of Contact so that people know who to call when they have questions (this task can be assigned to the Program Manager).
- Develop materials such as handouts or FAQ' for Property Owners to explain the buyout project and what property owners can expect (Appendix A).
- Involve non-profit organizations that work with low income or minority groups.
- Set up a new telephone line with an answering machine, and record a new status update message every week. Not only does this reduce the number of simple inquiries that Applicants will have to answer, but it is a good way for people to leave their questions which can be answered during a planned call-back session.
- Develop handouts such as FAQ's for Tenants if the project includes rental properties (Chapter 5, Section A.5.7).
- Develop a graphic showing a realistic timeline and use it in materials sent to owners to mark progress (Section 2-B.7).
- Prepare a simple monthly "newsletter" to send to affected property owners and others.
- Publish required public notices in the local paper.
- Inform and encourage the media to report on progress.
- Conduct public meetings, both those that are required as well as additional meetings as the situation warrants.

2-A.2.2 Frequently Asked Questions for Property Owners

The following questions are answered on a handout in Appendix A:

- Right after the flood I was told to keep all of my paperwork, including receipts for materials and repairs. Why?
- Why was my house selected for buyout?
- How do I apply to be bought out?
- Does the buyout offer depend on how much I make?
- I'm not sure I want to sell. How will this help my family? How will it help my community?
- Who will pay the closing costs?
- How will the purchase price be determined?
- What do I do if I disagree with the purchase price?
- How long will it take before my house is bought?
- Why should I buy flood insurance if I'm going to sell?
- After FEMA approves the project, can the money be taken back?
- Who do I call if I have other questions?

2-A.2.3 Factors that Motivate Property Owners

Some owners will be eager to sell while others may be cautious or reluctant. A number of factors influence owners as they consider participation, including:

- Fairness of the offer;
- Number of previous floods and severity of past damages suffered;
- Personal finances and ability to recover;
- Actual and perceived value of the property;
- Expectations, whether realistic or unrealistic, about the overall project as well as how much their buyout offer is likely to be;
- Level of detail provided about what the project will and will not pay for;
- Attachment to the location and willingness to stay flood-prone; and
- Decisions and opinions of neighbors and family.

Significant factors that influence how people make decisions are what they know about the project and how they are being treated. It is important to provide clear and accurate information to property owners early in the process to ensure appropriate understanding and expectations including but not limited to:

- The length of time it may take before they receive an offer; and
- The fact that certain disaster benefits (including insurance payments) will be deducted from the appraised value of the property (see Chapter 4, Section B.6 to learn more about Duplication of Benefits).

2-A.2.4 A Caution about Human Nature and Expectations

Following the experience of having flood damage, property owners often respond positively to the possibility of a buyout or elevation project. This positive attitude may be temporary depending on the factors of their recovery. Unfortunately, the length of time it can take to get a mitigation project through the entire process can be longer than many property owners are willing to wait. This is especially true if they're living in damaged homes, or if available temporary housing is less than satisfactory.

Especially when a project is prompted by a flood it becomes even more important to have pre-flood photographs and documentation of what the homes were like (see Section 2-A.1.4).

Throughout the buyout process Applicants will need to keep the focus on the positive nature of these projects. Applicants also may emphasize that mitigation is a completely voluntary program.

2-A.2.5 Encourage Everyone in the Potential Project Area to Buy Flood Insurance

There are good reasons why Applicants should encourage owners to buy flood insurance, even in the immediate post-flood period. Remember that several months will pass before breaking ground on the project, and repeat floods happen. The paid premium may be prorated if a home is sold before the end of the policy period. Additional reasons to purchase flood insurance include but are not limited to:

- Many floods do not qualify for a Presidential disaster declaration.
- Without insurance, property owners will have to bear the full cost of damage and repair.
- FEMA's largest source of mitigation funds, HMGP, is triggered by declared disasters, and is not available to help after smaller events.
- Acquisition of a fully-insured home that is destroyed by flood is less expensive if the owner had flood insurance because the grant only has to pay for demolition, site cleanup, and the value of the land.

- Under certain circumstances, notably if a building is damaged more than 50% of its market value (called substantial damage), federal flood insurance will pay a mitigation claim of up to \$30,000 towards a mitigation project (see Section 2-B.6). This money must be used for an approved project, and can be part of the non-federal match for elevation or it can be used to pay for demolition in an acquisition project.

2-A.2.6 Record Keeping for the Property Owner

If a mitigation project has been identified through the LMS, then be prepared to request that property owners and tenants keep good records and receipts for how they used disaster assistance payments for repairs and insurance payments provided for structural damage. Form A in Appendix E is designed as a handout that Applicants can use right after a damaging flood to encourage homeowners to keep their receipts.

If a project is likely to evolve quickly, it may be appropriate to suggest that owners make no repairs and stay in temporary housing, or make only minimal repairs required for temporary occupancy. Because of the requirement to avoid Duplication of Benefits, the owner's record keeping is very important. As explained later in Chapter 4, Section B.6, failure to keep receipts may result in a property owner receiving a reduced amount.

2-A.3 Partners

Some communities undertake mitigation projects entirely with in-house staff and financial resources. Others, after reviewing the entire process, determine that partners can not only help with implementation, but can sometimes contribute funding.

2-A.3.1 Building the Applicants Project Team

Often, at the beginning of the process one person has the responsibility of initiating the process. Depending on how a community is organized, perhaps that person is the coordinator and the moving force to make sure things get done on time.

For each project type, typical work steps are outlined in the applicable sections in Chapter 1. Think through the work steps and consider who in the Applicant's agency - or in other agencies - is best suited to help, for example:

- The public works department may have handled land acquisition or right-of-way purchases.
- The county attorney may be able to handle deed preparation and real estate closings.
- The housing agency may have experience working with low-income property owners through weatherization, improvement, and energy efficiency grants.
- The parks and recreation department can provide details about identified or planned open space needs, and may be interested in owning and managing vacated land.
- The transportation department may need a site to recreate wetlands or to satisfy reforestation requirements.

Applicants may find that some tasks can be performed by community organizations. If going door-to-door to collect data is a significant undertaking, volunteers from a service organization may be trained to fill this Role. A variety of local, regional or national community organizations may be potential partners, for example, conservation group interested in open space or greenways or activists for low income housing. Legal Aid, a federally funded program to help low income people, may be able to help the owner(s) clear title problems. It is important to understand how donated or in-kind services can be valued as part of the non-federal match (see Chapter 5, Section A.4.1).

2-A.3.2 Non-Governmental Organizations

There are several ways that a non-governmental organization may be able to help with the project. The degree to which they can help likely will depend on their mission and resources, both financial and human capital (staff, volunteers). A land trust may be willing to take title to land from which homes were removed. A homeowner's association or recreation organization may want to foster a streamside hiker-biker trail or a passive park and could fund part of the land purchase in return for ownership.

An organization that works with low income and minority families to find safe and affordable housing may want to take "recycle" homes after they are detached from the foundations. This approach works best in areas where the floodplain homes are still sound and feasible for relocation, where there is a shortage of low income housing, and where there are infill lots already provided with utility service.

Through networking, non-governmental organizations may be able to help. Remember that this support can be valued as in-kind, non-federal match if eligibility requirements are met::

- **Property Owner Interface:** Housing or community development organizations may be able to help coordinate with citizens, especially low income or minority property owners and renters who may need some additional help through the process.
- **Relocation Assistance:** Some housing organizations may be able to facilitate temporary housing or other assistance, especially for low income property owners and renters who have been severely affected by flood damage.
- **Acquire the Building:** Some housing organizations may be in a position to take ownership of the building and physically move it to a non-floodplain location. The transfer usually takes place after the community acquires the property, at which time the building can be separated from the title to the land. In these cases, Applicants will need to be certain that the organization has the ability to handle the work required to hire a contractor to move and place the building. Applicants should execute an agreement that covers specific elements of the project or make it part of the sale contract. For example, will the community or the organization be responsible for fully clearing and stabilizing the vacated lot?
- **Acquire the Land:** Environmental and conservation organizations, such as land trusts, may be able to take title to the deed-restricted land. While preserving the land in compatible open space, this approach also relieves the community of on-going maintenance. The degree of participation by an organization will depend on their resources. Because they end up with a tangible asset, some organizations may be able to contribute to the cost of the project, which will be counted in the non-federal match. Keep in mind that if a decision is made to "sell" the property, Applicants may be asked to reduce the amount of the grant by a portion of the income received from the sale. Applicants may be able to handle it as a donation or land swap.

Part B: Local Pre-Planning Efforts

2-B.1 Briefing Elected Officials

This section is located at the beginning of this chapter for a reason. In the rush to respond to a disaster, Applicants may find it difficult to get time to properly brief elected officials about possible funding sources and project types. Due to FEMA's focus on mitigation, and especially with the press surrounding successful buyouts, many more citizens are aware of buyout projects. Unless the LMS is in place, the priorities identified, and a project is already well-defined, it may be premature for local elected officials to discuss details of potential projects.

The FAQ's for Elected Officials (Section B.1.1 and Appendix A) may be helpful, both to inform them about mitigation possibilities and defining the scale and scope of a project, and right after an event. Include a copy of the FAQ's for Communities and the FAQ's for Property Owners (Appendix A) so the information provided to affected property owners is transparent. Also check information contained in the Applicant Ready Packet (Appendix G) for additional FAQ's.

2-B.1.1 Frequently Asked Questions for Elected Officials

The following questions have been prepared in in Appendix A:

- How is a floodplain buyout good for my community?
- How will a floodplain buyout affect our tax base?
- What factors can be considered to prioritize homes to be bought out?
- What commitments do I need to be prepared to support?
- What should I say when our citizens ask if we'll buy them out?
- What is DOB and what do I tell our citizens? Give me the short answer.
- Right after a flood, what are the most important things for me to keep in mind?

2-B.2 Preliminary Damage Assessments (PDA)

Insurance companies always urge property owners to take photographs of damage before clean up begins. This is an important step to document damage, especially when a flood disaster affects a large area and adjusters may take several days to visit everyone.

It is also important for the community to take post-flood photographs, especially in areas where buildings clearly are substantially damaged and where high water marks are visible. If buildings have been shifted off foundations or are otherwise clearly not repairable, it may be advantageous to have the debris cleared under a Section 406 Public Assistance claim (see Chapter 5, Section C.3.4). In this case, when buyout offers are being prepared after project funds are approved, the photographs may be the best available evidence to help document the types and sizes of buildings.

If a mitigation project is already defined, Applicants can start right away by gathering information from people in the affected area. It is very important to make sure that each property owner is contacted, not just the occupant/tenant. Chapter 5, Section A.5.5 covers what Applicants need to gather and a sample form is included in Appendix E, Form G-6.

2-B.3 Mitigation Assessment Reports (MAR)

In addition to assessing damage after a disaster event, the FDEM and FEMA may complete a Mitigation Assessment Report for the disaster area. The purpose of the MAR is two-fold:

- The State, in cooperation with community representatives, looks to determine why certain homes and infrastructure were damaged while others were not. For a variety of reasons, flooding may occur in areas that are not mapped as floodplain.
- The MAR outlines the causes of damage and opportunities to reduce future damage, and is used by communities to update their LMS.

2-B.4 Update LMS Procedures

Communities interested in applying for HMGP funds must have a compliant LMS. While annual updates are encouraged, the LMS must be reevaluated after each disaster. Damage data gathered for the MAR should be used to update the Hazard Identification and Vulnerability Assessment section of the LMS, which may highlight areas not previously known to be susceptible to storm damage. This is a good opportunity to review the list of mitigation initiatives to determine which projects, including acquisitions, will be submitted for funding. The LMS update reinforces the approach used to identify and prioritize acquisition and elevation projects.

2-B.5 Substantial Damage Determinations

Communities that participate in the NFIP are required to make determinations as to whether damaged buildings that are located within the mapped Special Flood Hazard Area have been “substantially damaged.” This step, which has been part of local floodplain management regulations since the late 1970s, is required regardless of what causes the damage to a building, be it flood, wind, fire, or even a truck running into a building. The determination of substantial damage must be made regardless of whether the owner intends to repair at all, or whether repairs will be made over a long period of time.

Typically the local building official evaluates whether substantial damage has been sustained. This can be handled by preparing a certification of the damage based on the owner’s submission of cost estimates obtained from a licensed contractor (due diligence must be exercised to ensure that all repairs are included, not phased in order to circumvent the requirement).

Substantially damaged buildings that have federal flood insurance will be eligible to receive up to \$30,000 in additional claim payment. This could be a significant source of funds for a mitigation project (Section 2-B.6). The payment, known as Increased Cost of Compliance (ICC), is to be used to bring buildings into compliance in accordance with the local floodplain management ordinance. It can be used as part of the non-federal share of buyouts, elevation, and relocation projects.

Due diligence must be taken when making substantial damage to ensure the community remains in good standing with the NFIP. If Applicants have an acquisition or elevation project already defined, they may be inclined to be liberal in making these determinations so that owners qualify for the ICC claim payment. There are a few cautions about being too liberal:

- Once the substantial damage determination is made, it is difficult to “change your mind” unless the owner provides documentation that challenges the official determination made by the building official. This means the owner must bring the building into compliance and may be faced with covering the entire cost if a project isn’t funded.

- Having substantially damaged buildings in the project does not guarantee that HMGP, FMA or PDM funding will be awarded for the project.
- Just as there are benefits to making good substantial damage determinations, there are consequences for not properly implementing this provision of the local floodplain management ordinance.
- Insured property owners may miss out on the ICC claim payment, which can be used as the non-federal cost share required matching HMGP, FMA or PDM funds.
- Applicants may have to work harder to provide documentation for a project, given that a rigorous analysis of the costs compared to the benefits isn't required for substantially damaged buildings.
- Communities that show a pattern and practice of poor administration of the NFIP requirements may be sanctioned. If the community is placed on probation, every citizen who has a flood insurance policy will be assessed a \$50 surcharge, and projects submitted for FEMA's mitigation funds will not be considered until the problems are corrected.

2-B.6 Flood Insurance: Increased Cost of Compliance (ICC)

When a home is covered by an NFIP flood insurance policy, it may be eligible for a "mitigation insurance" claim payment if the next flood causes damage of a certain amount (see Section 2-B.5). This benefit is called ICC, and became part of the standard flood insurance policy in 1997.

When ICC is triggered by damage that prompts compliance with the local floodplain management ordinance (called "substantial damage"), the owner is eligible to receive up to \$30,000 in addition to the standard claim payment. The amount of the ICC claim payment depends on issuance of a local permit and the cost of mitigation measures implemented.

A critical aspect of ICC is that funded activities must be completed so claims can be settled within 2 years of filing. Given how long it can take to apply and get mitigation grant funding approval, it is very important that Applicants plan ahead.

The intent of ICC is to help owners bring their buildings into compliance. What triggers ICC? The most common trigger is substantial damage caused by flood, sometimes called the "50% rule." For many years, the NFIP has required local ordinances to have specific provisions for substantial damage, requiring that a building that is substantially damaged by any cause be brought into compliance:

- **Elevate-in-place:** In most cases, bringing a home into "compliance" means elevating as required for new floodplain construction. With ICC, the owner gets an additional claim payment to help implement this requirement when a local permit has been issued. If the home is part of an elevation project this additional claim is counted as part of the non-federal match.
- **Demolish as part of buyout project:** Because the ICC claim payment is triggered by code compliance, floodplain regulations do not require that damaged properties be acquired, the maximum amount available under ICC (\$30,000) is not paid automatically when a community pursues a buyout project - it has to be coordinated with the insurance adjuster. The ICC claim payment can be used to cover 100% of the cost of demolition and site cleanup (up to a maximum of \$30,000), and those amounts count towards the non-federal match.
- **Relocation:** As with demolition, the actual costs of relocating the building (including new site work, but not purchase of the new site) and demolition of the old foundation and site cleanup can be paid by the ICC payment and counted towards the non-federal match.

- Mitigation Reconstruction:** These projects involve demolition of the damaged building and reconstruction of a fully compliant structure. The ICC claim, most likely the entire amount, plus the basic insurance payment, are used to pay for removal of the debris and new construction. New construction may take place on the same footprint or another site on the same property.

There is another way that ICC is triggered, but it requires a community to amend its floodplain management ordinance to address repetitive flooding. If the ordinance requires compliance when the cumulative cost of repairing damage caused by floods on two or more occasions equals 50% of the pre-flood market value, then the ICC claim payment can be paid. A downside of this approach is that owners have to wait for two more floods to occur after the date the cumulative provision in the ordinance is adopted.

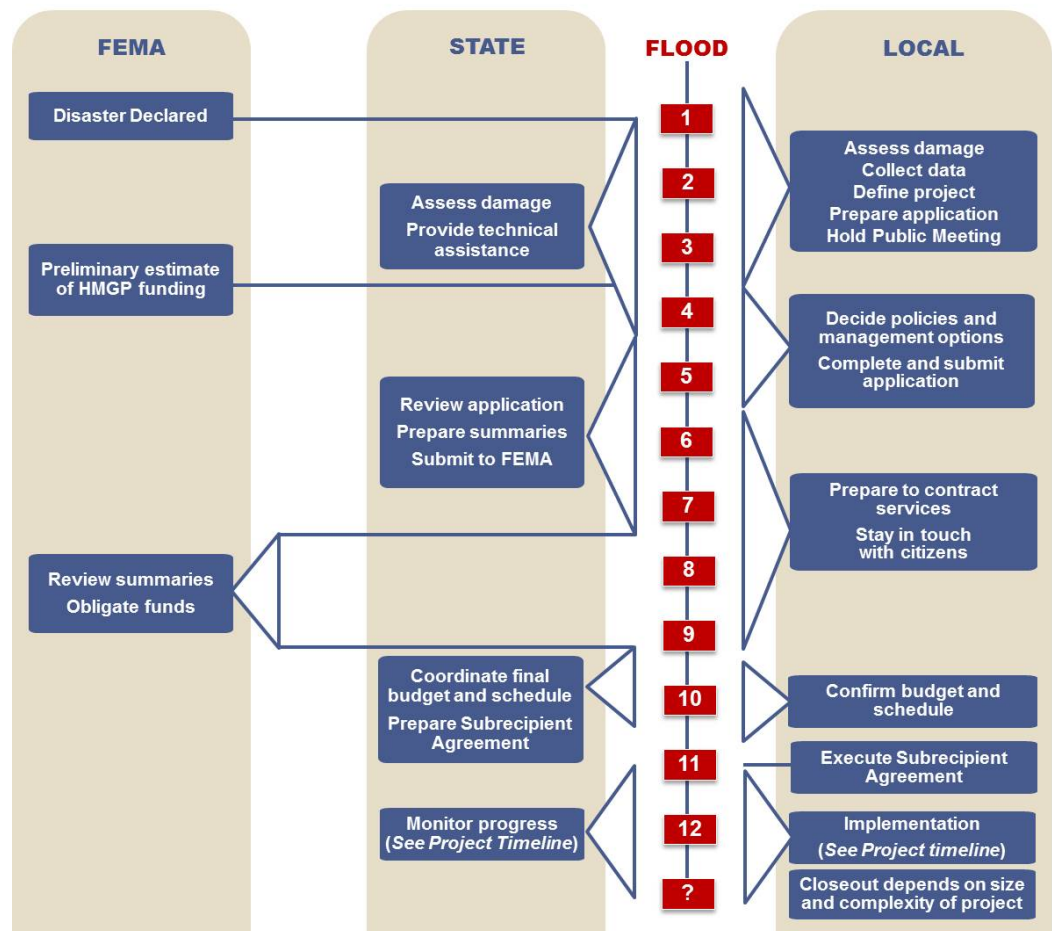
2-B.7 Grant Program Timelines

2-B.7.1 Typical HMGP Program Timeline

Overall, FEMA and the FDEM are working to meet a programmatic goal of obligating and awarding HMGP funds within 24 months of the date of a major disaster declaration. To this end, Florida is a PAS and assumes a greater role and responsibility for reviewing applications. Note that the goal is to get the funds awarded; it is not the deadline for projects to be completed.

Figure 2-1 Typical Application Timeline (in months from disaster)

Although FEMA may grant 90-day extensions to certain deadlines, the typical timeline for applying for HMGP funds is shown in Figure 2-1. This timeline shows key steps in elapsed time from the date of a disaster declaration, in months.



2-B.7.2 Typical FMA Program Timeline

FMA funding becomes available each year, independent of whether a disaster is declared. Typically, FEMA releases a Notice of Funding Availability (NOFA) on grants.gov and notifies the FDEM. The FDEM notifies communities and schedules application workshops shortly after the release of the NOFA, with applications typically due within 90 days of the NOFA publishing.

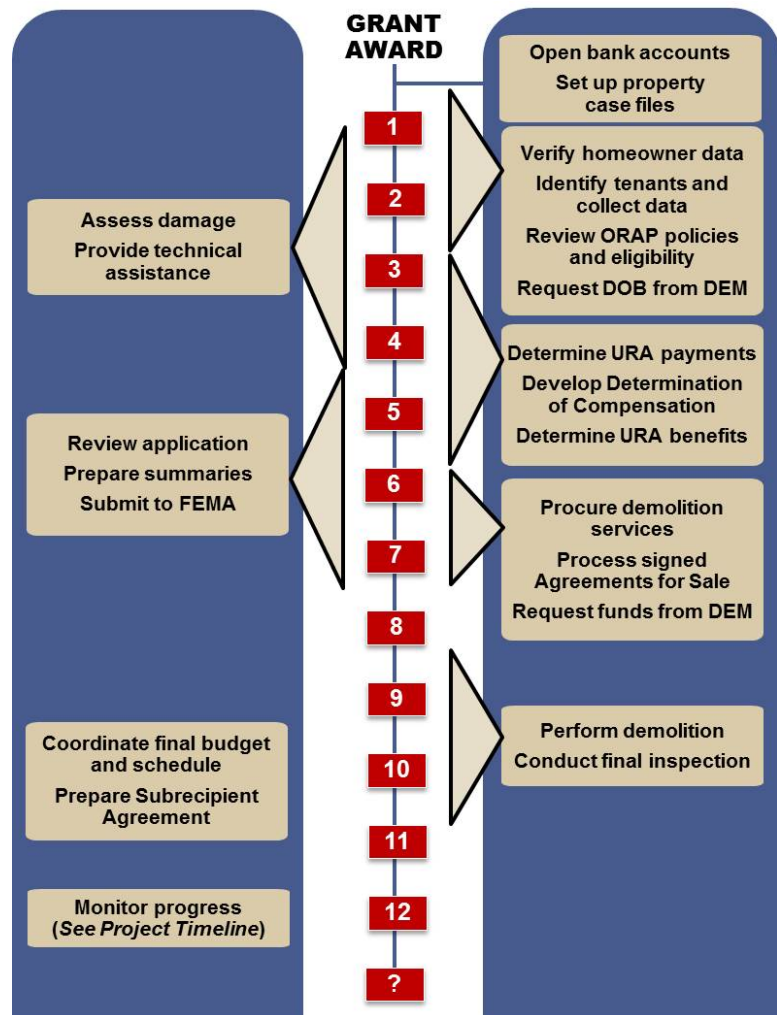
2-B.7.3 Typical PDM Program Timeline

FEMA provides PDM funds on an annual basis (as available). PDM is a component of non-disaster mitigation and provides funds for hazard mitigation planning and the implementation of mitigation projects prior to a disaster.

2-B.7.4 Optimum Project Implementation Timeline

Perhaps the most significant factor that influences implementation is the number of properties involved. The timeline shown in Figure 2-2 approximates the timing of a typical, acquisition project, in elapsed months from the date of award.

Figure 2-2 Typical Project Implementation Timeline (in months from award)





Chapter 3

The Application Process

Part A: Preparing the Application

3-A.1 Overview of the Application Process

In terms of timing, Applicants can begin to work on the project applications at any time, and focus on refining it after the project is sufficiently well defined. Remember, there are three sources of funding that come from FEMA, and each has its own overall timeline and application process:

- **Hazard Mitigation Grant Program (HMGP).** HMGP funds become available based on whether a disaster is declared. The FDEM expects to provide technical assistance support on grant applications during the period between 1 and 6 months after the disaster, and the deadline to submit applications is typically 9 months following the declaration. Applicants will receive written notification of the exact application deadline through a NOFA that is distributed to LMS Working Groups throughout the State of Florida.
- **Flood Mitigation Assistance Program (FMA).** FEMA provides annual FMA funds, notifying the FDEM through a NOFA. The FDEM provides technical assistance shortly after the release of the NOFA, and applications are typically due within 90 days of the release of the NOFA.
- **Pre Disaster Mitigation (PDM).** FEMA provides PDM funds on an annual basis (as available). PDM is a component of non-disaster mitigation and provides funds for hazard mitigation planning and the implementation of mitigation projects prior to a disaster. The goal of the program is to reduce overall risk to the population and structures while also reducing reliance on federal funding from actual disaster declarations.

FEMA's mitigation grant programs are intended to support projects that are technically feasible, cost effective, and that do not have adverse environmental impacts. The FDEM has prepared a standard application packet that is designed to capture all necessary information, the Joint Hazard Mitigation Grant Program Assistance Application (Appendix D). This information is needed to determine eligibility, evaluate projects for consistency with State priorities and federal requirements, and to make decisions about funding. For FMA and PDM, applicants must register through eGrants to apply for funding. Contact FDEM for additional information on obtaining access to eGrants.

In addition to the information about the applicant/community and a completeness checklist, the Joint Application covers the following:

- History of hazards/damages in the project area;

- Project description, including project type and number of people and properties involved;
- Project location detail, including maps and photographs;
- Project cost worksheets for specific project types;
- Total project budget;
- Identification of funding sources;
- Project schedule, with milestones; and
- Information for the environmental and historic preservation review.

This chapter will help Applicants refine the project scope, identify and locate the data required in the application, and answer a number of questions and issues that may arise as the project scope and costs are finalized. Applicants will need to provide good documentation so that the FDEM can perform a complete analysis of benefits and costs for FEMA’s review, approval, and obligation of funds.

3-A.2 Project Eligibility

Minimum project eligibility criteria are explained in the Project Overview. As a reminder, the following brief explanations of some of the concepts and terminology may help as Applicants get ready to complete the grant application:

- A Project is “cost beneficial” if, over time, its benefits outweigh its costs.
- Project costs are determined by estimating the costs for all elements of the project through close-out. This makes it very important to decide, before applying, how certain aspects of the project will be conducted, including how property will be valued, and whether the services of specialists and contractors will be procured. These decisions will affect the project budget. Project cost estimates must be developed by competent professionals with experience in the nature of the work to be conducted.
- Benefits are defined as “damages avoided.” To compute damages that will be avoided if a project is undertaken, Applicants have to characterize the flood hazards that may impact the area over the anticipated life of a project. For additional information on BCA, contact FDEM or see FEMA’s BCA toolkit user’s manual.
- The anticipated life of a project is somewhat subjective. For acquisitions, FEMA generally assumes a 100-year life. For elevation projects, the foundations and elevated buildings are reasonably expected to last 30-60 years. FEMA has standard values by project type that are available if design professionals are unable to provide this information.
- For projects involving non-residential properties, benefits include direct physical damages that are avoided, and indirect damages including loss of function, lost wages and sales, and other factors.

3-A.3 Specific Data on Each Property / Building

The standard Joint Application (Appendix D) contains a sample worksheet for acquisition projects and another for elevation projects. The worksheets request specific information about each property or building that will be included in the project. Some of the information will describe the buildings, such as its square footage that is heated/cooled, the construction type, date of construction, and estimated replacement costs. Form G-6 in Appendix E is used to gather data from the property owners (see Chapter 5, Section A.5.5), and some of it will be transferred to the application worksheets.

For acquisition projects, information related to the flood hazard at each building location is needed, including:

- The BFE at the site of the building. Usually this elevation is found by looking at the elevation certificate of the structure (if available) or the Flood Insurance Rate Map (see Section A.4 for more about hazard data).
- The elevation of the lowest floor (including basement). Combining this elevation with the Base Flood Elevation results in the predicted depth of water above the lowest floor. This depth of water inside the building is used in the BCA computation (see Section 3-A.6).
- The depth of water and length of time the water was in the building, along with an indication of the frequency of the actual flood, i.e., whether it was a 10-, 25-, 50-, 100- or 500-year event. Applicants may not know this last piece of information, which can be estimated by looking at the Flood Insurance Study (FIS) if the waterway was studied in detail (see Sections 3-A.4.1 and 3-A.4.3).

3-A.4 Hazard Data & Information

Hazard data are used to estimate the frequency and magnitude of future flood events and to quantify damage that can be expected over time if the project is not implemented. These estimates of future damage become the project “benefits.” For elevation projects, the hazard data (the BFE) are used to specify the minimum height to which buildings are to be elevated in accordance with the local floodplain management ordinance. In addition, foundations under elevated buildings are to be designed based on the anticipated flood conditions and wind loads for the site.

For most areas, the best sources of flood hazard data are the FIRM, the Floodway Map, and the FIS. Some FIRM’s show the BFE where engineering studies have produced detailed information on the frequency and magnitude of anticipated flooding (numbered zones). In other areas, a special flood hazard area may be shown on the map but a study has not determined the height to which water will rise to fill the area shown (unnumbered zones).

3-A.4.1 Riverine Flood Zone (Numbered A Zone)

Applicants can easily provide data for reaches of rivers and streams that have numbered A zones:

- BFE at the building site is read from the FIRM or FIS. If the site is between cross sections, either use the higher number, interpolate, or scale the location on the Flood Profile that is found in the FIS.
- Flood Frequency is noted on the Flood Profile, located in the back of the FIS. The profiles usually show separate lines for the 10-, 50-, 100- and 500-year floods.
- Peak Discharges for each of the flood frequencies are listed in a Flood Data Table for the waterway. Use the peak discharge for the cross section that is closest to the project site.

3-A.4.2 Riverine Flood Zone (Unnumbered A Zone)

It is more difficult to approximate the flood hazard data for unnumbered A zones, and FDEM expects Applicants to seek assistance on this question. Unnumbered A zones are shown as shaded areas on the FIRM, but were not studied in detail and specific flood elevations have not been defined. There are some common approaches to estimating the BFE, including:

- Check with other agencies that may have flood information, such as the U.S. Army Corps of Engineers, the Natural Resources Conservation Service, or the local or State agency responsible for highway construction (if a road crossing has been constructed in recent years).
- Interpolate using a topographic map. Be careful to account for maps of different scales, and look for landmarks that show on both maps, such as road intersections or stream crossings.

- Obtain the surveyed elevation of a nearby recognizable spot such as where the floodplain boundary crosses a road, a process called “point on boundary.”
- Perform a quick estimation analysis using FEMA’s Quick 2 software¹⁰.
- Use two feet above highest adjacent grade.

Managing Floodplain Development in Approximate Zone A Areas: A Guide for Obtaining and Developing BFE (100-year) (FEMA 265) is a good resource, not only to help Applicants complete a grant application, but to determine BFE’s for permit applications using the Quick 2 software that is included.

3-A.4.3 Coastal Flood Hazard Area (V Zones and A Zones Subject to Storm Surge)

In these flood zones, the BFE is shown on the FIRM in parentheses under the zone designation. The FIS includes a table that may show the elevations for flood events of other frequencies, including the 10-, 50- and 500-year events.

3-A.4.4 Unmapped Floodplain Area (B, C or X Zones)

Nearly one-third of all NFIP flood insurance claims are paid on properties that are outside of the mapped flood hazard area. If a project includes homes in this category that have experienced previous flooding, there is a good record of flood history which may be sufficient to support the application. However, unless they were substantially damaged in the last flood, Applicants will need to develop data so that the FDEM can prepare a BCA.

3-A.4.5 Other Hazard Factors

There are other hazard factors that are not specifically required to be noted on the application but which may be important. Depending on the circumstances of the project area, Applicants may want to highlight the following in the description of the hazard or past events, especially those that are related to project benefits that are difficult to quantify:

- Floodwater velocity can contribute to damage and also poses greater safety risks to residents and emergency personnel.
- Erosion undermines foundations and can cause a total loss, even if the depth of floodwater inside a building isn’t significant. Erosion may be a factor even in coastal A zones, or along some riverine waterways.
- Floating debris can impact buildings and cause additional damage.

3-A.5 Environmental Data & Information

3-A.5.1 Overview of Environmental Review Responsibilities

A significant determination as to whether a project is eligible for funding under FEMA’s mitigation grant programs is whether it meets applicable environmental requirements. All project applications must include information on the environmental, historical, and archaeological impacts that may result if a project is implemented.

FEMA is required to conduct the environmental reviews pursuant to the National Environmental Policy Act (NEPA). NEPA is a federal law that establishes national policy for the protection and maintenance of the environment. It provides a broad planning process that must be followed to ensure that a funding agency has

¹⁰ <https://www.fema.gov/national-flood-insurance-program-flood-hazard-mapping/quick-2-version-20>

considered environmental effects before deciding to fund a proposed action. NEPA requires that environmental information be made public. FEMA's Regulations at 44 CFR Part 10, the Department of Homeland Security's Management Directive 5100.1, and the Council on Environmental Quality Regulations at 40 CFR Part 1500-1508 implement the NEPA requirements for FEMA¹¹.

For projects that require review, FDEM can undertake certain tasks on FEMA's behalf, including coordinating with other State agencies, gathering data, and preparing portions of the record of environmental review. In addition, after reviewing the application and environmental data, FDEM makes a recommendation regarding the level of review required by FEMA.

3-A.5.2 Applicant's Responsibilities

Even though acquisition and elevation projects are exempt from the State Clearinghouse review, the environmental information requested in the application must be provided. The FDEM is still required to review it in order to confirm that no further review is necessary.

Applicants are responsible for providing adequate information to allow the environmental review. Also, if the project is not exempt from the Clearinghouse review then Applicants are responsible for coordinating with regulatory agencies to gain concurrence and to obtain permits. Keep in mind that if FDEM's review of information submitted with the application yields questions, the project may be processed through Clearinghouse regardless of the exemption.

The Joint Application includes a table that outlines information that is to be included with the application. Table 3-1 is an excerpt from the table, showing only acquisition and elevation projects.

¹¹ <https://www.fema.gov/environmental-planning-and-historic-preservation-program/national-environmental-policy-act>

Table 3-1 HMGP/PDM/FMA Environmental Review: Information and Documentation Needs by Project Type.¹²

Project Types	Project Area Maps FIRM, Topo, Locality	Facility/Project Area Photos	Building Construction Dates	Engineering Plans	Agency Concurrences						Public Notice	Tribal Documents
					State Department of Environmental Protection (FDEP)	US Fish and Wildlife Service (USFWS)	US Army Corps of Engineers (USACE)	US Department of Agriculture (NRCS)	National Marine Fisheries Service (NMFS)	State Historic Preservation Officer (SHPO)		
Retrofits to Existing Facilities ¹	✓	✓	✓								✓	
Elevation ¹	✓	✓	✓	✓						✓		✓
Acquisition with Demolition ¹	✓	✓	✓		✓	✓	✓			✓		✓
Drainage Improvements ^{1,2,3,4}	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓
New Construction on Previously Disturbed Land ^{1,2,3,4,5}	✓	✓		✓	✓					✓		✓
New Construction on Previously Undisturbed Land	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓

- Key**
1. In most cases the State Historic Preservation Officer (SHPO) concurrence is only needed if the structure is over 50 years old, if work is to be done outside the existing building footprint, or if there is 6 inches or more of ground disturbance.
 2. Public notice only needed for some projects.
 3. Natural Resource Conservation Service (NRCS) concurrence only needed if project is outside city limits.
 4. National Marine Fisheries Service (NMFS) Concurrence only needed for coastal projects.
 5. Concurrence depends on project type, location and size

Notes The above table applies to most projects (NEPA categorical exclusions); however, there will be exceptions, especially when a NEPA Environmental Assessment or Environmental Impact Statement must be completed. The State and FEMA Environmental Reviewer reserve the right to request additional concurrences.

3-A.5.3 Compliance with Laws, Regulations, and Executive Orders

Projects must be in compliance with applicable federal environmental laws, regulations and Executive Orders. In most cases, acquisition and elevation projects can be categorically excluded from a detailed environmental review. However, Applicants must include in the application sufficient information for the appropriate State and/or FEMA environmental officer to determine that the project satisfies the criteria to be excluded. Projects that are not categorically excluded must be supported with a more detailed Environmental Review. Typically, this level of detail is not required for acquisition and elevation projects.

The Joint Application is designed to collect the information required for the environmental review. The FDEM will review the material for completeness. If deemed appropriate, it will be forwarded to the State Clearinghouse

¹² State of Florida Application Desk Reference

for environmental consistency determinations with State laws. Environmental matters that may be reviewed include:

- **Historic Structures:** Applicants must provide a letter from the State Historic Preservation Officer (SHPO) regarding cultural and historic resources. Although required only for structures that are more than 50 years old, it is recommended that this letter be obtained for all projects so that delays can be avoided if questions arise later. Typically, the SHPO requires photographs, maps, and a project description in order to determine if the affected structures have historic significance. See Chapter 1, for some of the issues and possible approaches for resolution if a project impacts historic structures.¹³
- **Floodplains:** Projects in mapped flood hazard areas are required to comply with local regulations adopted for participation in the NFIP. For elevation projects, this means the lowest floor must be at or above the BFE (plus freeboard, if applicable), enclosures in A Zones must be vented and limited in use, enclosures in V Zones must have breakaway walls, utilities must be elevated, and flood damage resistant materials must be used.¹⁴
- **Environmental Justice:** FEMA is required to identify and address disproportionately high and adverse human health or environmental effects that projects may have on minority populations and low-income populations. The NEPA review is a convenient mechanism for satisfying this requirement, which includes public involvement to encourage affected citizens to participate in project planning.¹⁵
- **Contamination:** FEMA has determined that its funds may not be used to acquire contaminated property. This issue typically is not a concern for residential property unless, for example, an outbuilding has been used for a non-residential purpose such as an auto repair or furniture refinishing shop.
- **Air Quality:** Provisions in the National Emissions Standards for Hazardous Air Pollutants address asbestos removal. Applicants for projects that involve demolition or activities that disturb asbestos are to submit a formal notice to the Florida Department of Environmental Protection.¹⁶
- **Wetlands:** If wetlands will be disturbed during the project, Applicants must obtain the necessary permits and approvals from the appropriate regulatory agency.¹⁷ Even if wetlands impacts are not involved, it is helpful to attach a copy of an appropriate resource map, such as the National Wetlands Inventory.
- **Endangered Species:** Only rarely would threatened and endangered species issues arise for an acquisition or elevation project. In many cases, acquisition has a net benefit by returning vacated land to permanent open space. Elevation projects do not disturb new lands, and therefore do not disturb habitats. For relocation projects that involve newly developed sites, the work to prepare the receiving site may affect threatened and endangered species and habitats, and documentation is required to demonstrate that no adverse effects will result.¹⁸
- **Hazardous Materials:** Projects involving non-residential properties and that involve buying land or disturbing the ground must address certain questions related to hazardous and toxic materials that are outlined in the State's Hazardous Materials Questionnaire (request from the FDEM).
- **Coastal Zone:** If located within the State's designated coastal zone, projects are to be reviewed by the Florida Coastal Management Program, and the certification, waiver, or preliminary comments should be attached to the application.¹⁹
- **Coastal Barrier Resource Areas:** Contact the FDEM if the project includes properties in CBRA zones.

¹³ National Historic Preservation Act, Section 106

¹⁴ Executive Order 11988; NFIP regulations

¹⁵ Executive Order 12898

¹⁶ Clean Air Act

¹⁷ Clean Water Act; Executive Order 11990

¹⁸ Endangered Species Act

¹⁹ Coastal Zone Management Act

3-A.5.4 State Clearinghouse

The State Clearinghouse is a streamlined way to coordinate intergovernmental review of federally assisted projects, including projects that originate from a State agency and that are supported with federal funds. After several years of experience reviewing HMGP, PDM and FMA applications, a determination was made that acquisition and elevation projects could be exempted from review. Note that this exemption does not apply if there are unusual or “extraordinary circumstances” that warrant a more complete review.

The FDEM reviews application packages to determine that they contain all information needed for environmental considerations. At this time, a determination will be made either confirming the exemption from Clearinghouse or that a review is appropriate due to “extraordinary circumstances²⁰.” Extraordinary circumstances include the following, which may arise as part of buyout or elevation projects:

- Project scope is greater than normal;
- High level of public controversy;
- Potential for degradation of already poor environmental conditions;
- Use of unproven technology or actions involving unique or unknown environmental risks;
- Presence of historical or other protected resources; and
- Presence of hazardous or toxic substances at levels which exceed federal, State or local standards.

3-A.5.5 NEPA Requirement to Consider Alternatives

NEPA requires Applicants to consider at least two viable alternatives to a proposed project, particularly when environmental issues or impacts are anticipated. After a damaging flood, it may not seem productive to consider alternatives if the extent of damage has already defined the project.. However, NEPA applies to a wide variety of federal actions, not just mitigation projects. So, although this may feel like an extra step, it is required to explain why the preferred alternative was selected. A great deal of information is not required to describe alternatives, but the descriptions should approximate costs, describe potential benefits, and discuss any impacts within the project area. Note that the alternatives considered should be limited to those that are eligible for funding by HMGP, PDM or FMA. Typical alternatives considered include:

- No Action Alternative (always included);
- Elevation, as an alternative to proposed acquisition;
- Acquisition, as an alternative to proposed elevation;
- Demolition and rebuild, as an alternative to acquisition or elevation; and
- Relocate utilities out of lower area or basement and conversion of the lower area to a flood resistant enclosure and filling the basement.

3-A.5.6 NEPA Requirement for Public Notice

Public notices are required at the beginning of the process to develop a project (initial notice) and at the end of the application review (final notice). For projects that impact a large number of people, or that are controversial for other reasons, in addition to formal published notices Applicants may find that public meetings are a better way to inform people who may be affected by the project. At a minimum, NEPA requires:

- **Initial Notice.** Applicants need to prepare and publish an initial Public Notice in accordance with Executive Order 11988 (floodplains), Executive Order 11990 (wetlands) and 44 CFR §9.12(e). An

²⁰ 44 CFR § 10.8 (d)(3)

example is included in Appendix D. Send a copy of the published notice to FDEM as part of the Joint Application package.

- **Final Notice.** When the grant is awarded, Applicants need to prepare and publish a final Public Notice. Keep a copy of the published notices as part of the project records.

3-A.5.7 Low-Income and Minority Populations

As part of the application review, FDEM will make a preliminary determination regarding environmental justice (see Section 3-A.5.3). To allow FEMA to fulfill its responsibilities under Executive Order 12898 on Environmental Justice, the following information may be requested:

- Summary statistics on low-income and minority residents in or near the project area. For most projects, data at the block group level from the most recent release from the U.S. Census Bureau are sufficient.
- Describe how the project might adversely affect low-income and minority populations, and if any are identified, how might the adverse effects be addressed.
- If such populations are identified, consultation with local agencies or organizations that serve them may be requested.

3-A.5.8 Hazardous and Toxic Materials

In general, residential properties are not expected to have significant issues surrounding hazardous and toxic materials even though “normal quantities” may be found. The presence of normal quantities does not preclude use of FEMA funding for acquisition. If Applicants know that houses in the project area are likely to contain asbestos and lead, use the Notice of Asbestos Renovation or Demolition (Appendix D) and be sure to follow all Clean Air Act requirements..

Have this form completed by a qualified person. Send it to the Department of Environmental Protection as the notice of intent to demolish, which is required at least 45 days in advance. Also, check with the local jurisdiction to ensure that local requirements are being met as well.

If special treatment is required, the costs of removal should be included in the estimate of demolition and site clearance (see Sections 3-A.8.4 and 3-A.8.5). Consider answering the following in the application:

- Are there any fuel storage tanks (above-ground or underground)? Is there any evidence of leakage?
- Other than normal household products, is there any evidence of past generation, treatment, storage, disposal, release, or spill of petroleum products, solid or hazardous substances and/or wastes?
- Have there been any recently reported unusual odors or discoloration of the drinking water supply?
- Are there any past or on-going environmental investigations on the properties?

3-A.5.9 Historic Buildings: Issues & Resolution

If the SHPO determines that the project would have adverse historic impacts, then the Applicant and the FDEM may enter into consultation with the SHPO to determine how the impacts can be avoided or mitigated. Projects with adverse impacts can be approved, provided alternative measures are explored to mitigate the adverse historical impacts, and those measures have to be included in the project. The following are some ways that adverse impacts have been addressed:

- Research, along with photographic and descriptive documentation during dismantling, to preserve the history of origin and use and to record unique elements of the building itself.
- Extra structural stabilization in order to allow a particularly unique historic building to be relocated, often combined with transfer of ownership to a non-profit organization or government agency.

- Extra structural stabilization to allow elevation-in-place, combined with additional architectural elements to minimize the visual impact on the historic character of the building.
- Keep the building in-place, with modifications to minimize damageable items below the anticipated flood level or to allow re-use as a public building if compatible with the permanent open space use of the land, and if approved by FEMA.

3-A.5.10 Projects Started Before NEPA Review

As a general rule, FEMA's approval is jeopardized if Applicants start a project before the environmental documentation is reviewed. For projects that will notably alter the physical, biological, or social/built environment, NEPA and associated environmental laws and regulations require that FEMA complete the environmental reviews and compliance consultations before obligation of funds. As a rule of thumb, no work on the project should commence prior to FEMA and FDEM approval.

In extreme cases, for example, if damaged buildings are unstable and deemed a risk to public health and safety as a result of a disaster, the Stafford Act²¹ has NEPA exclusion waivers.

3-A.6 Project Benefits

3-A.6.1 Cost Effectiveness Overview

The statutory authorities behind HMGP, FMA and PDM mitigation grant programs require that projects be good investments for the federal government, i.e., they must be cost effective. Calculating cost effectiveness - the costs versus the physical damages avoided - is only one aspect of determining whether a project is a good investment. There are many benefits that are difficult to quantify, but that are very real benefits associated with flood mitigation projects.

A FEMA memorandum²² superseded the August 15, 2013 version and clarified the use of pre-calculated benefits to determine cost effectiveness of elevations and acquisitions in Special Flood Hazard Areas (SFHA). According to the Memo, FEMA determined that the acquisition or elevation of a structure located in the 100-year floodplain as delineated on the Flood Insurance Rate Map (FIRM) or based on best available data, that costs less than or equal to \$276,000 for acquisition and \$175,000 for elevation respectively is considered cost effective. For projects that contain multiple structures, the average cost of all structures in the project must meet the stated criterion.

This methodology is available for all Hazard Mitigation Assistance (HMA) grant programs and can be applied to new applications as well as pending projects where the application period has expired. Additionally, pre-calculated benefits can be used to evaluate cost overruns for approved projects, if a new cost effectiveness review is being performed.

The applicant must provide a map that clearly identifies the structure's footprint and delineates the 100-year SFHA, using the FIRM or best available data. If any part of the structure lies within the 100-year SFHA, the applicant can use the pre-calculated benefit value to demonstrate cost effectiveness. As an alternative approach, First Floor Elevation (FFE) and Base Flood Elevation (BFE) can be provided for each structure. If the FFE is lower than the BFE, pre-calculated benefits can be used to demonstrate cost effectiveness. No other detailed analysis is required. These pre-calculated benefits can be used in 100-year floodplains in riverine and coastal areas.

²¹ http://www.fema.gov/media-library-data/20130726-1748-25045-1063/stafford_act_nepa_fact_sheet_072409.pdf

²² Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas Using Pre-calculated Benefits

The Memo also states that pre-calculated benefits cannot be used to estimate costs. Cost estimates must be based on industry standards, vendor estimates or other acceptable sources. Only documented, eligible costs for completed work will be reimbursed.

3-A.6.2 The FDEM's Role

The FDEM is responsible for determining the cost-effectiveness of proposed acquisition and elevation projects using FEMA's standard analysis methodologies or other approved methods. The information that provided in the application is the basis for this assessment. The project cost data, combined with the hazard data, yield estimates of damages that will be avoided (benefits) if a project is implemented.

The FDEM prepares a benefit cost ratio summary sheet for FEMA's review as part of the final grant approval process. The summary sheet outlines assumptions made, derivations of data used, and the analytical techniques applied.

3-A.7 Project Cost Data

Grant funds may be used for certain project costs that are allowable and for reasonable fees for contractors. One of the most critical steps in the entire mitigation process is making solid estimates of project costs. Underestimating costs, or not including key cost elements, will likely mean the amount of funds approved will be inadequate. This could jeopardize completion of the project. While there is a process to address cost overruns and request additional funding, there is no guarantee that federal grant funds will be available to cover increases.

3-A.7.1 Allowable and Unallowable Costs - General

The U.S. Office of Management and Budget (OMB) defines the general principles and standards for allowable costs. Stated simply, "allowable" means a cost that may be funded from the grant, provided there are sufficient funds to cover the costs. Note that allowable costs that are included in the total project budget are funded in accordance with application program cost share percentages. FMA cost shares depend on the classification of the properties included in the project application. "Unallowable costs" are those that clearly are not. To be allowable, costs must meet several general criteria, the most important (but not all) of those criteria specify that the costs must be:

- Necessary and reasonable for proper and efficient performance and administration of the grant and the project;
- Allocable to the grant (for goods and services necessary to conduct the activity);
- Specifically authorized or not prohibited under State or local laws or regulations;
- Not used to meet cost-sharing or match requirements of another federal grant; and
- Adequately documented.

Refer to 2 CFR 200 for additional information on grant administration requirements related to financial management and costs.

"Reasonableness of costs" is another aspect that FDEM and FEMA consider when reviewing project costs. Reasonable costs are those that "do not exceed costs that would be incurred by a prudent person in the same circumstances at the same time." In addition to applicable laws and regulations, factors that enter into the determination of reasonableness are the specific terms and conditions of the federal award and market prices for comparable goods and services.

The FDEM will disallow costs that are determined to be unreasonable, including costs that are not directly applicable to the proposed project. Costs may be disallowed at the application phase, or when reimbursement requests are submitted. Obvious areas of caution include:

- Costs incurred before grant approval, unless specifically approved (very unusual for acquisition and elevation projects);
- Costs related to food and drink;
- Loss of tax revenue for acquired lands; and
- On-going maintenance of a project area.

3-A.7.2 Allowable and Unallowable Costs for Acquisition Projects

Allowable costs that are specific to acquisition of flood-prone properties, as determined by FEMA, include:

- Environmental mitigation costs associated with residential properties, including removal of asbestos, lead, and underground fuel tanks;
- If required for historic structures, costs for recordation or relocation, Phase III archeological data recovery
- According to a source, Phase III Archeological Data Recovery²³ excavations are large-scale excavations designed to recover the data a site contains before a project proceeds and the site is lost.
- Costs for specific measures that are required to protect endangered species;
- Reasonable costs for contracts for program management or implementation;
- Costs to obtain one appraisal from a licensed real estate appraiser for each property.
- Costs for a property survey;
- Up to pre-flood Fair Market Value of the real property (land and structures) either at the time of sale or immediately prior to the damaging event (see Section 3-A.8.1 about property valuation options);
- Necessary closing costs: title search, easement and deed recordation, title insurance, closing fees, and title transfer fees;
- Legal fees associated with review of deeds and contracts, if applicable;
- Demolition or removal of buildings and accessory structures, filling in of basements, removal of utilities and site improvements, closure of wells and septic tanks, disposal of debris, and site stabilization;
- URA Relocation assistance;
- Unallowable costs that may be part of acquisition projects include:
- Percentage-based contracts;
- Value of donated services (however, donations can be part of the in-kind cost share); and
- General government expenses such as salaries and costs associated with services normally provided to the public, such as fire, police, inspectors, etc. Funds to cover such services may be built into project management costs in specific circumstances(see Section 3-A.13). Contact FDEM for additional information.

3-A.7.3 Allowable and Unallowable Costs for Elevation-In-Place

Allowable costs for elevation, in addition to appropriate allowable costs identified for acquisition, include, but may not be limited to:

- Engineering costs for preparing the design and cost estimate for the new foundation;
- Costs associated with contracting for inspection services;

²³ http://www.newsouthassoc.com/services/phase_data.html

- Detaching the building from its foundation (or lifting it from the slab) and raising it so the new foundation can be constructed;
- Turning off, extending, and turning on utility service;
- Temporary removal and storage of foundation plantings and replanting;
- Demolition and disposal of old foundation, if not suitable for extension;
- Modification of the ground floor, if it is kept as a platform on which habitable space will be constructed or extended;
- Filling in below-grade (basement) spaces, and relocation of utility equipment and appliances;
- Addition of small utility room if needed for relocated utility equipment and appliances;
- Construction of new foundation;
- Certain code-required upgrades (check with the FDEM);
- Survey to verify adequacy of the lowest floor elevation;
- In-kind (same size and type) replacement of decks and porches, and additions deemed to be unsound and not able to be elevated along with the base building;
- Typical builder's grade decking and stairs required to access higher elevation;
- Site clean-up and stabilization of disturbed grassed areas;
- Reasonable expenses associated with the owner living elsewhere during the period that the home must be vacated (except those listed as unallowable requires receipts); and
- Reasonable expenses associated with temporary storage of fragile items during the period of the actual elevation construction (requires receipts).
- Unallowable costs that may be part of a typical elevation project include, but may not be not limited to:
- Non-flood or wind upgrades required for code compliance (see Chapter 5, Section D.3.2);
- New siding, other than appropriate to the new foundation work;
- Deck that is larger than required for entryway landing, unless replacing a removed deck;
- Utility service or materials for the underfloor space (which must be used only for parking, limited storage, or building access to be code compliant);
- Fill for landscaping purposes and landscaping;
- Sidewalks and other site improvements;
- Reimbursement of expenses for food or personal transportation; and
- Reimbursement of housing and other expenses that coincide with any type of vacation or leisure travel.

3-A.7.4 Allowable and Unallowable Costs for Relocation

Allowable costs for relocation to sites outside of the mapped floodplain, in addition to the allowable costs identified for acquisition, include, but may not be limited to:

- Jacking and moving the structure to the new site;
- Demolition of the old foundation and remaining site improvements, filling in basements, disposal of debris, capping utilities, dosing wells and septic tanks, and stabilizing the vacated site;
- Necessary preparations at the new site, including new foundation, and water, sewer and other utility hookups; and
- Fee simple acquisition of the vacated lot.
- Unallowable costs that may be part of a relocation project include:
- Purchase of the new lot;
- New public infrastructure and utility installation, such as extension of sewer lines or new roads to serve the lots receiving the relocated home;

- Aesthetic improvements and landscaping; and
- New accessory structures.

3-A.7.5 Allowable and Unallowable Costs for Mitigation Reconstruction

Mitigation reconstruction²⁴ is only permitted for structures outside of the regulatory floodway or coastal high hazard area (Zone V) as identified by available flood hazard data. Activities that result in the construction of new living space at or above the BFE will only be considered when consistent with the mitigation reconstruction requirements. Some other elements may also be allowable - check with the FDEM before you get too far into preparing the cost estimate for the application budget, and definitely before you discuss or outline specific commitments with the owner. In order to prepare a reasonable project budget that will be enough funding to implement a buyout project without significant shortfalls or overruns, several allowable cost elements need to be estimated. The acquisition cost work sheet in the State's Joint Application packet lists many cost items that may be applicable to the project.

Before Applicants can make reasonable estimates for these items, decisions will need to be made about several of them:

- What basis for determining the value of the property will be used? (Section 3-A.8.1)
- How will the value of property be estimated? (Section 3-A.8.2)
- How will the project be implemented and managed, with in-house or contracted services? (Section 3-A.8.3)
- What are average costs for demolition, disposal, and site stabilization? (Section 3-A.8.4)
- What are the average costs for environmental remediation? (Section 3-A.8.5)
- What are the average costs for surveys and appraisals? (Section 3-A.8.6)
- What are the average costs for title company services and closing costs? (Section 3-A.8.7)
- Will any owners be eligible for URA? (Section 3-A.8.8)
- How many eligible tenants will qualify for relocation assistance? (Section 3-A.8.9)

3-A.8.1 Basis of Property Valuation: Pre-Flood vs. Post-Flood

Regardless of the approach Applicants decide to use to determine property values, it is a requirement of HMGP, PDM and FMA that State-certified appraisers prepare the valuations. The final offers will be developed after the FDEM has approved the appraisals.

The most common approach to determining Fair Market Value is to base the appraisal on the pre-flood condition of the home. There are some drawbacks to this approach:

- If the homes aren't there (washed away, post-flood) it will be difficult for any appraiser to make a pre-damage valuation unless there are many similar homes in the area. This is another good reason to document potential project areas in the LMS by taking quality photos or video (see Chapter 2, Section A.1.4).
- If a long period of time elapses from the date of damage to the date of offer, the owner feels that any inflation-related increase in value is lost.
- FEMA policies allow Applicants to make post-flood value determinations in two circumstances:
 - (a) Homes are unrepaired: This situation usually occurs if Applicants are ready to start the project very soon after the flood, and owners receive emergency and insurance payments but do not use them for

²⁴ <https://www.fema.gov/hmgrp-appeal-keywords/9139>

repairs. If Applicants use post-flood value, the Duplication of Benefits determination does not need to be performed and property owners get to keep those payments for use towards purchase of another property. Note that this approach assumes that emergency and insurance payments were adequate to compensate for the damage sustained, and that combined with the post-flood value, the purchase price is effectively equivalent to the pre-flood value.

- (b) Every post-flood period eventually becomes pre-flood: In areas that flood repetitively it becomes difficult to determine if the damage occurred from the most recent event. If a long period of time has elapsed between the last flood and the award of the grant, then it makes sense to value the homes in their current condition. Of course, if buildings were substantially damaged, then proper administration of the local floodplain management ordinance should have required that they be brought into compliance. If this is the case, then they are unlikely to be eligible for a mitigation project. On the other hand, repetitively flooded homes may not have sustained substantial damage, and may have been repaired to pre-flood habitable condition.

3-A.8.2 Estimate the Value of Property

Applicants need to estimate the value (likely purchase price) of each property in the project area in order to prepare the project budget for the application. This is a very important step because usually it represents the largest part of the cost of the project. If applicants underestimate property values, the requested grant funds won't be enough to complete the project. These estimates are only for the application; the final buyout offers must be based on a complete appraisal prepared by a State-certified appraiser.

There are three ways to develop an estimate of the value of properties that are likely to be included in the acquisition project:

3. One way to estimate the value is to apply a multiplier to the tax assessment value. There are some cautions to consider, for example sometimes a single tax bill can cover more than one lot, or the owner may have requested one bill for the building and another for the land. Tax assessments are revenue-generating tools; they are not necessarily good predictors of market value. If using tax assessments, compute the multiplier by looking at recent sales in the area and compare actual sales costs to assessed values. A multiplier of 1.5 is not uncommon.
4. Contact a knowledgeable real estate broker in the local area and request the "broker's price opinion of value." This is a recognized format for approximating market value. Applicants may be able to get this valuation free, or a minimum fee may be charged.
5. Hire a licensed appraiser to prepare a statement of Fair Market Value. Applicants should review Chapter 4, Section B.7.2 and see the sample scope of services (Appendix E, Form DD). Keep in mind that if for some reason the grant is not approved, or if some properties are not included in the final project, the costs to get the appraisals will not be allowable costs.

Estimates made for the purpose of the application may not be reliable over time, especially if 6 months or more elapses before offers are made to property owners. Even though the homes are prone to flooding and identified for potential acquisition, real estate values tend to fluctuate. Applicants can include an inflation factor in the cost estimate, especially if recent increases in property values throughout the community can be documented.

3-A.8.3 Project Implementation Costs (In-House or Contracted)

Options for handling project management and implementation are outlined and further explained in Chapter 5, Section A.3. Applicants need to make a decision before finishing the project budget in the application, because these costs may be allowable costs. Small projects are more likely to be handled by existing staff, in which case

staff time is not an allowable project cost since the employee's salary is already included in the operating budget. Large projects often require more time than existing staff has available.

Under the following circumstances, project management and implementation are allowable costs if:

- Contract with another governmental entity, such as a planning council or water management district. A formal agreement outlining specific responsibilities is required, along with a budget to estimate hours and costs.
- Procure services by competitive bid. Services may cover the entire project or just implementation tasks, as described in Chapter 5, Section A.3.
- Appendix E, Form AA outlines tasks that may be assigned to contracted program specialists.

3-A.8.4 Estimate Demolition Costs

Actual demolition costs are likely to depend on several variables, including size and type of the buildings, location and hauling route, termination of utilities, salvage rights, landfill tipping fees, size of lot to be stabilized, and other factors. For the purpose of estimating the costs for the application, at least the following options are available:

- Call a local contractor and request a non-binding, verbal estimate; or
- If another local project has included demolition of houses, such as a road relocation or airport expansion project, check with that agency for an estimate.

3-A.8.5 Estimate Environmental Remediation Costs

Environmental remediation (clean-up) usually is included in the demolition contract. When Applicants develop the demolition estimates, make sure to consider "with" and "without" remediation of items normally found in homes in the project area as the remediation is not an allowable cost under FEMA guidelines. For example, if most homes have septic tanks, be sure to estimate the costs to properly cap or remove them. Unless inspections have been completed to determine whether the homes have asbestos, lead, or underground tanks, there is no easy way to estimate these costs.

As part of FDEM's application review, it will make a preliminary determination as to whether any conditions are likely to require remediation. If necessary, the project budget will be amended to include an estimate of the remediation costs, however, Applicants should include an accurate estimate.

3-A.8.6 Estimate Survey and Appraisal Costs

Unless properties are located far from an established benchmark, the property survey costs can be estimated by contacting one or more surveyors to request a non-binding estimate for similar boundary surveys in the area.

Similarly, unless individual properties are unique to the area, a non-binding estimate provided by one or more certified real estate appraisers is a satisfactory basis for estimating the cost to hire an appraiser.

3-A.8.7 Estimate Title Company Services and Closing Costs

At the time that the project budget is developed for the application, it is unknown if any complicating title and ownership factors will be revealed during the title work. Despite this, it is acceptable to obtain a non-binding cost estimate from one or more title companies that work in the area and include in developing the projects costs.

A significant cost of closing that is often overlooked in the application phase is title insurance provided by the title company. This security is required by FEMA. It protects the community and FEMA should a claim against the property arise in the future. The cost typically varies with the purchase price because it insures the Applicant's

dollar interest in the property, regardless of the value of the property after removal of the improvements. When an estimate to perform the title work is received, be sure to ask that they estimate the cost of title insurance based on what is believed will be the average purchase price.

How closing costs are handled is up to the Applicant, and it should be decided before finalizing the project budget for the application. The standard approach for the typical property transactions is to split the costs between the seller and the buyer. However, FEMA allows the community to pay all of the closing costs, rather than split them. This is another benefit to encourage property owner voluntary participation. If this approach is selected, make sure it is clear in the instructions to the title company that recording fees, escrow fees, and other closing costs will be covered entirely by the community. The property owner is responsible for costs associated with clearing the title.

3-A.8.8 Estimating Uniform Relocation Assistance (URA)

Some overview information about URA and tenant eligibility is in Chapter 5, Sections A.5.7 through A.5.9. This section is not intended to provide detail about how URA will be handled. It outlines sufficient guidance to estimate the costs in the project budget.

Certain URA regulations apply to tenants. Whether tenants are eligible for URA rental increase assistance is covered in Chapter 5, Section A.5.8. Eligible tenants will get no more than the maximum prescribed by law (\$7,200 in 2015). The following may be eligible:

- Reasonable out-of-pocket moving expenses or a moving allowance determined using HUD's guidelines (usually more generous); and
- Adjustment for a reasonable increase in rent and utility costs, if comparable non-flood-prone rental units are more expensive.

URA assistance to eligible tenants is an allowable grant cost. After determining if the project will impact eligible tenants, add an estimate of these costs to the project Cost Worksheet by assuming each likely tenant will receive the maximum amount. The actual amounts will be determined during implementation. There may be a shortfall between the amount an eligible seller receives and the cost of comparable replacement housing in the community. The community may provide owner-occupants the difference between the two, up to a maximum of \$31,000 (established by relocation payments under URA). In order to adequately estimate relocation assistance when preparing the application budget, it may be necessary to do some research to locate comparable housing and to determine the fair market value of such comparable housing. If the difference in values is distinct, then include an estimate of relocation assistance in the project budget.

It is important to know that all of the following circumstances must exist in order for non-mandatory rehousing assistance to be an allowable, cost shared project cost:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-flood-prone locations in nearby areas at the anticipated buyout price of the property being vacated;
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources such as housing agencies or voluntary groups. Determining this lack of funding should be addressed in the Applicant URA plan.

3-A.9 Cost Worksheet for a Sample Project

The Joint Application includes a worksheet designed specifically to develop a cost estimate for acquisition projects. Look it over carefully to make sure it includes estimates of all parts of the project. If Applicants have questions about a cost item, first check Section 3-A.7 and 2 CFR 200 to see if it is an allowable cost, then contact the FDEM if any questions remain. Section 3-A.12 covers estimating management and implementation costs. A sample worksheet for an acquisition project is shown in Table 3-2. Table 3-3 is an example of a Project Budget Summary.

Table 3-2 Sample Property Acquisition Project Cost Information

Acquisition Project Cost Information for Town of River View								
ID#	Owner	Address	Estimated Pre-Disaster FMV ^b	Appraisal	Lot Survey	Closing ^c	Demolition and Site Work	Total
A-01	Smith, T. and J.	23 River Rd	\$31,650	\$250	\$350	\$1,250	\$1,500	\$35,000
A-02	Jones, D. and C.	24 River Rd	\$43,770	\$250	\$350	\$1,250	\$2,000	\$47,620
A-03	White, R. Estate of	27 River Rd	\$8,500	\$250	\$350	\$1,250	(vacant)	\$10,350
A-04	Perez, C. and C.	28 River Rd	\$52,380	\$250	\$350	\$1,250	\$5,000	\$59,230
A-06	Barnes, W. and F.	12 Oak Dr	\$49,340	\$250	\$350	\$1,250	\$5,000	\$56,190
Total			\$185,640	\$1,250	\$1,750	\$ 6,250	\$13,500	\$208,390

- a Table 3-2 is an example only. The estimates for specific cost elements should NOT be used to prepare an actual estimate of Project Costs.
- b For the purpose of this estimate, the Pre-Disaster Fair Market Value is assumed to be 1.35 times the most recent tax assessment. This factor was determined by looking at sales of similar single family homes in the county and comparing actual sales prices to tax assessment values. Appraisals will be obtained.
- c Includes estimate for title insurance.
- d. Debris cleared by Public Assistance; in this example the costs noted include slab and driveway removal, well closure, grade and seed.

Table 3-3 Summary of Example Acquisition Project Budget

Summary of Example Acquisition Project Budget Town of River View	
Cost Item	Cost Estimate
Estimated Pre-Disaster FMV	\$185,640
Appraisals	\$1,250
Surveys	\$1,750
Closings	\$3,750
Demolitions	\$13,500
<hr/>	
Contract services to coordinate implementation with owners	\$6,000
Estimated ORAP for A-01	\$6,250

Summary of Example Acquisition Project Budget Town of River View	
Cost Item	Cost Estimate
Total Cost to Acquire	\$218,140
Federal Share (75%)	\$163,605
Local Share (25%)	\$ 54,535

3-A.10 Benefit Cost Analysis (BCA) Computations

Projects that propose acquisition of buildings that are located in the Floodway as shown on the community's NFIP maps and that were substantially damaged are, by policy, not required to be supported with a rigorous BCA. Other properties, and projects to elevate, relocate or rebuild, are subject to the BCA requirement. Projects must be cost effective - which generally means the benefits over time are greater than the costs of the project, or that the project costs are lower than FEMA's pre-calculated benefits for the applicable project type.

Applicants may decide the need to have a clearer understanding of how BCAs are computed. FEMA has developed a manual and software, Engineering Principles and Practices for Retrofitting Flood Prone Residential Structures²⁵ (FEMA P-259, 3rd Edition), and the FDEM will conduct workshops from time to time. Contact the FDEM for dates and locations.

3-A.11 Other Considerations to Review

This section covers a few miscellaneous items that Applicants may need to think about while working on the application:

- Project income may affect the project budget, but there are some drawbacks to collecting income. (See Section 3-A.11.1)
- How long do projects take? This may be important not only for the tentative schedule, which is part of the application, but also because of rising costs. (See Section 3-A.11.2)
- What permits are required? (See Section 3-A.11.3)
- For acquisition, who will take title to the land and are the restrictions on use understood? (See Section 3-A.11.4)

3-A.11.1 Project Income

Any income from a project has to be returned to (or shared with) the funding agencies in the same proportion as the project costs are shared. Unless project income is likely to be significant, it is better to avoid it due to the pay-back complications. Call the FDEM to discuss the implications if project income anticipated. Some circumstances where project income may arise include:

- Selling detached houses;
- Selling salvaged materials;

²⁵ FEMA P-259, Engineering Principles and Practices of Retrofitting Flood-prone Residential Structures, Third Edition (2012)

- Selling acquired lots to eligible public or nonprofit owners (see Chapter 5, Section C.2.4); and
- Rents

3-A.11.2 Period of Implementation

Applications are to include a proposed implementation schedule. The schedule should be as realistic as possible, given the fact that there are many unknowns at this stage. The implementation schedule will be used by the FDEM to track progress that is reported in quarterly reports. Check with the FDEM for help deciding if the project schedule is reasonable. Several factors may come into play, including the number of properties, whether dealing with tenants will be a lengthy process, the estimated time to procure contract services, availability of contractors, the time of year, and others.

For the most part, FEMA expects projects to be completed within 36 months after award. Time extensions may be granted for circumstances beyond the control of the applicant. If documented properly in quarterly reports that steady progress has been made, and if the Applicant can demonstrate that more time is needed, it is likely that an extension will be granted.

3-A.11.3 Other Permits May be Required

As part of the application process, FEMA requires that Applicants identify other permits that are required. Check with local planning, zoning, and building departments for local permit requirements. By type of project, the following permits may be required:

- Acquisition and Demolition
 - Local demolition permit
 - Grading (sediment & erosion control)
 - Abandonment permits (water wells, septic systems)
- Elevation-in-Place
 - Building/remodeling permit for new foundation
 - Building/remodeling permit for code-required upgrades
 - Demolition permit for old foundation
- Relocation
 - Demolition permit for old foundation
 - Environmental permits to develop receiving site (if required)
 - Grading permit to stabilize old site
 - Building permit for new foundation
 - Remodeling permit (if required for upgrades to moved building)
 - State transportation permit
 - Abandonment permits (water wells, septic systems)
- Mitigation Reconstruction
 - Demolition permit
 - Building permit

3-A.11.4 Details of the Deed Restriction

When acquisition or relocation are used to clear sites, the intent is to preclude future development on those sites. To make sure this intent is fulfilled, FEMA requires restrictions on the deed to ensure a permanent record of the

intent. As a condition of receiving a grant, an Applicant's community will have to enter into an agreement with the State or FEMA specifying that:

- The property will be maintained for open space, compatible recreational use, wetlands management, or other approved use.
- No future disaster assistance for any purpose from any federal source will be sought or provided.
- New structures will not be built unless approved, and then only if a public facility that is open on all sides or is a restroom and functionally related to use of the open space. Note that any new structure must comply with the local floodplain management ordinance.
- Existing structures, if proposed for reuse in a manner that is compatible with the use of the open space, must be retrofitted to minimize future flood damage (see Chapter 5, Section C.4.1).
- If the land is used for agricultural purposes (grazing or cultivation), federal crop insurance is available, but disaster assistance will not be available for uninsured crop losses.
- If farmed, an exception can be negotiated through the FDEM to allow some limited crop storage facilities on-site. The only allowable buildings are "simple agricultural structures used exclusively for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including livestock." Included are general purpose barns that are open on at least one side, pole-frame buildings for storage of farm machinery and goods, and steel grain bins and steel frame corn cribs.

3-A.11.5 How Maps Help Projects

It is important to have a good base map of the project area, not only as part of the application package, but for tracking purposes. Digital maps are preferred, especially if it is prepared from an aerial image. If an Applicant doesn't already have aerial photographs of the project area, the imagery may be available from other sources. Check with FDEM for further information. Examples of maps and how they can be used:

- Flood maps, especially if combined with topographic maps, help define the project area and identify priority structures.
- Base maps, with existing lot lines and building footprints, can be used to document progress as buildings are removed and normal landmarks change.
- Maps help people understand the project, how it relates to the neighborhood, and what the area will look like afterward. A progress map can show buildings that are color-coded by priority or by the mitigation measure to be applied.

3-A.12 Estimate Project Management & Implementation Costs

Options for project management and implementation were outlined in Section 3-A.5.3. Allowable costs (cost shared as part of the grant) are those costs incurred specifically to manage the project. Applicants may decide to hire outside services before receiving the grant in order to help plan the project and prepare the application, in which case some of those costs may be counted towards the non-federal match or included as pre-award costs.

Management costs are different from administrative costs (see Sections 3-A.12 and 3-A.13). The estimate of project management costs will depend on how the project is managed:

- If contracting with another governmental entity (e.g., planning district), give them a tentative scope of services and request an estimate of hours, labor rates, and total costs.
- If deciding to hire a contractual employee specifically to manage the project, decide on the qualifications and experience required, and estimate the cost by comparing to local salary information.

- If contracting for project management services by competitive bid, check with the FDEM. Bids could be solicited, but the actual work will not be started until after the application is submitted and project is reviewed and approved (a process that may take 6-18 months), meaning cost estimates may change over time.

3-A.13 Public Notice

As outlined in Section 3-A.5.6, Applicants need to publish a Public Notice (Appendix D) of the application and include a copy in the application.

3-A.14 Submitting the Application

The Joint Application is long and includes pages for different types of projects. Be sure to review the entire application for completeness.

Avoid leaving anything blank, as it will only slow down the FDEM's review. Consider having someone review everything, preferably someone who has not worked directly on the application.

Part B: Review and Approval

At this point in the process Applicant's should be ready to submit the Application to the FDEM. Be sure to double check that the application is complete. Be sure to contact the FDEM if assistance is needed or if anything is in question.

Application deadlines depend on the funding source:

- For HMGP, submit to FDEM typically no later than approximately 9 months after the disaster. Applicants will be notified of the exact deadline.
- For FMA and PDM, Applicants will be notified of the due date of the availability of funds.

While approval of the project is the anticipated result of the FDEM review, there is a chance Applicants will disagree with the recommendations or decisions. The appeal process is outlined in Chapter 3, Section B.2. If the FDEM has recommended approval but FEMA renders an adverse decision, then seek advice from FDEM to understand FEMA's appeal process.

3-B.1 The FDEM's Role

When Applicants have completed and reviewed the application package, Applicants will submit it to FDEM, whose role includes:

- Receive the application, verifies eligibility of the applicant, and determines eligibility of project type;
- Review supporting hazard, environmental, and cost data for completeness;
- Review for additional information necessary to evaluate environmental considerations;
- Unless there are "extraordinary circumstances," acquisition and elevation projects are not forwarded to the State Clearinghouse;
- May conduct a site visit to verify environmental information and to scan for environmental justice issues and the presence of environmental factors;
- Prepare the benefit-cost analysis (if required);

- Prepare benefit-cost summary sheet (if required), record of environmental review, and recommendation of award; and
- Submit the final application package to FEMA for concurrence and obligation of funds after the community provides evidence that permits (if required) have been obtained.

FEMA reviews the package to:

- Ensure appropriate documentation and agency concurrences are included (if required);
- Verify that FDEM has determined the appropriate level of environmental review;
- Prepare the final NEPA document;
- Render a decision regarding award and obligation of funds; and
- Transmit decision and commitment to the FDEM and community.

3-B.2 Appeals

Decisions that may be appealed include whether:

- The applicant is an eligible recipient (see HMGP Overview);
- The proposed project is an eligible activity (see HMGP Overview);
- Aspects of the environmental and cost-effectiveness reviews warrant reconsideration; and
- Whether the funding amount recommended by the FDEM is appropriate.

If it is believed that the FDEM has made an adverse ruling that is incorrect, the Applicant has the right to file a letter of appeal. Specifically, if an Applicant disputes any material fact on which the FDEM's decision or action is based, Applicants have the right to a formal hearing before an administrative law judge of the Division of Administrative Hearings, in accordance with 120.57 (1), F.S. (20142014). Letters of appeal should be submitted as soon as possible after receiving the FDEM's ruling or determination.

If it is believed that FEMA has made an adverse ruling that is incorrect, please contact the FDEM as soon as possible because a specific timeline is required. Appeals are to be submitted in writing to the FDEM within 60 days of receipt of the decision, and must contain documentation that justifies the request for reconsideration. Appeals of FEMA's decisions are forwarded by the FDEM to the FEMA Regional Director. Appeals are to specify:

- The aspect of the decision being appealed; and
- If the appellant believes the decision was inconsistent with the applicable governing law, regulations, or policy.

Within 60 days of receiving an appeal, the FDEM will prepare a written recommendation to forward to FEMA. Within 90 days of receiving the material from the FDEM, FEMA will notify the FDEM as to the new decision or the need for more information. If additional information or evaluation is needed and requested from the FDEM and the applicant, FEMA will act within 90 days following its receipt. FEMA's decisions are provided in writing.



Chapter 4 Project Implementation

Part A: Getting Ready to Implement

4-A.1 URA Policy

If the application contains grant funds for relocation assistance, then an Applicant's community may adopt a URA policy.

The purpose of URA is to allow communities to encourage greater participation in a mitigation project by providing eligible property owners with reasonable additional payments for housing, and reasonable moving and relocation expenses. Sometimes offers to pay pre-disaster fair market value are insufficient for property owners to purchase a comparable home outside of the floodplain. Sometimes property owners need temporary housing/relocation assistance while their homes are being elevated in place, relocated or reconstructed, and the funds in the FEMA grant may be insufficient to cover this cost.

FEMA's mitigation programs do not require these relocation payments, although such assistance is an allowable cost under certain circumstances and project types. In order to provide relocation assistance payments, a community must prepare a plan that sets forth guidelines for providing the relocation assistance payments. After the plan is reviewed by the FDEM, it must be adopted by ordinance or resolution. At a minimum, the URA policy must:

- Identify the average price of comparable housing in non-floodplain locations;
- Include a listing of potential replacement properties;
- Specify conditions under which an owner will be eligible;
- Identify how the amount of payment will be determined;
- Clarify that the owner must either
 - (a) identify a replacement dwelling before a decision on an URA payment will be made, or
 - (b) if unable to find a replacement dwelling, the amount of the payment will be determined when the owner is ready to buy another home; and
- Specify the maximum amount of payment, not to exceed \$31,000 (as of 2015).

Including in the URA policy, payment may also be reimbursement for reasonable out-of-pocket moving expenses, including:

- Packing and unpacking;
- Temporary storage;

- Transportation of personal property;
- Insurance during the move;
- Transfer fees for telephone and other utility service;
- Other expenses considered eligible.

URA has requirements for assistance to both property owners and tenants who must move due to a mitigation project. A brief summary of both:

- **Property Owners.** URA does not require payment of relocation assistance for owners of owner-occupied homes who voluntarily sell their homes. The sub-recipient must inform the owner that
 - (a) it will not use its power of eminent domain should negotiations fail, and
 - (b) it will provide the Fair Market Value for the property.
- **Displaced Tenants.** Certain displaced tenants in rental property are entitled to relocation assistance, and certain qualified low-income property owners may also be eligible. The actual amount of assistance will vary, but will not exceed the amount prescribed by law (\$7,200 in 2015). The assistance for tenants can be paid directly by the community and credited as part of the non-federal match, or it can be added to the project cost and cost-shared

Projects for acquisition or elevation using FEMA's mitigation grant funds require voluntary participation by property owners. Therefore, as a rule, property owners are not entitled to assistance under the URA mandates. This guidance, and that provided in FEMA documents, is a summary of the requirements of 49 CFR Part 24, which take precedence if a conflict arises.

Early on, when defining the project, Applicants need to find out if the potential project area includes homes that are occupied by tenants. Check with the local housing agency, which may be familiar with rental patterns and occupants if the neighborhood is considered to be a low- to moderate-income area or if other community development projects have been provided. There are two other reasons to find out about tenants early on:

- Deciding when Applicants will formally initiate negotiations, which triggers certain eligibility; and
- If Applicants expect to pay URA assistance, estimate the amount when preparing the project budget for the grant application.

A person or family who rents or leases a floodplain home as a primary residence may be eligible for relocation assistance if they are displaced and must relocate due to an acquisition project. Displaced tenants are entitled to URA relocation benefits if:

- They occupied the home for at least 90 days before initiation of negotiations with the owner (see below); and
- They rent or purchase a decent, safe, and sanitary replacement dwelling within 1 year after moving out of the acquired floodplain home.

4-A.2 Contracting for Services

There are several distinct activities that are part of an acquisition project. Applicants may decide to handle many of them in-house or may contract with outside providers and companies. Keep in mind that some in-house work is eligible as in-kind services, which count towards part of the non-federal matching funds. Applicants do have to keep track of personnel and the time spent so that it can be valued. Certain expenses incurred during project implementation may also be counted.

FEMA and the State do not have rules governing how Applicants procure services. It is expected that Applicants must follow their community's standard procurement procedures. Other services that Applicants may contract may best be handled by contractors who are familiar FEMA's grant programs, specifically those who have handled DOB and explaining projects and various federal requirements to property owners. In order to qualify to bid, it may be decided to require that contractors who do not have specific and pertinent experience read this guidance document and, if possible, attend training.

The following activities often are contracted. Sample scopes of work are located in Appendix E:

- **Appraisals (Form BB).** The bid document should estimate the number of properties and clearly state the basis on which the appraisal is to be based. Most communities use pre-flood market value, because most likely it offers the owner the best price, and that encourages voluntary participation.
- **Property Boundary Surveys (Form CC).** A boundary survey may be prepared to define the property to be acquired. A survey is needed if the project proposes subdividing a large lot in order to acquire only the flood-prone portion, or to clearly define the lot lines along properties that are not being acquired.
- **Title Services (Form DD).** To make sure all the legal requirements are covered, a title company is hired to handle researching deeds, identifying encumbrances, preparing the paperwork, and issuing the title insurance from a nationally recognized insurer.
- **Project Management and Implementation (Form AA).** Especially for large projects and if someone is not on staff who can devote considerable time to the project, a decision may be made to hire a project manager. Some communities decide to hire this capability from the start, including helping with the application. A qualified consultant can help define the scale and scope of the project, prepare additional planning documents, identify and recommend policies, facilitate in-house and public meetings, coordinate the outreach plan, assist with the BCA, and perform many other tasks. Some communities decide to handle overall management and administrative functions in-house, but procure the services of a consultant to handle some of the more technical tasks. The consultant can be tasked with managing and reviewing the work of surveyors, appraisers, and title companies. In addition, the consultant can be tasked with handling preparation of DOB, preparing the offers, meeting with property owners, maintaining paperwork on each property, reviewing deed restrictions, and managing the closings.
- **Demolition Contractor (Form EE).** The scope of services for a demolition contractor should specify the anticipated number of properties, items to be demolished and removed, and a tentative schedule for the work. Most contractors will give the best price if they can conduct the demolitions in groups, because their on-site mobilization costs are reduced. Applicants need to clearly specify how long after receiving a notice to proceed the contractor has to perform the work (see Chapter 5, Section C.3.1). Chapter 5, Section C.3.5 addresses salvage by the property owner. The contract for demolition must address salvage, which may reduce the cost, and it should specify disposal and who is responsible for landfill fees (if any). Finally, the scope should clearly describe the final condition of the property. The end result should leave the community with a smoothly graded lot that is seeded, properly leveled, and mulched to encourage vegetative growth.
- **Environmental Abatement.** If identified hazardous materials (asbestos, lead, petroleum products around fuel tanks) have to be removed prior to or as part of demolition, Applicants may choose to contract that as a separate activity. Many communities include it as part of the demolition contract, in which case the specifications for the contractor should be clear regarding methods of removal and disposal.
- **Elevation Contractor (Form GG).** There are two approaches to obtaining a contractor to elevate homes in-place. One approach is to procure a general contractor who will be responsible for getting the specialty firm to lift the buildings, as well as performing the construction of the new foundation. The other

approach may be harder to coordinate because it involves two contractors: one to elevate the building and one to build the foundation. Even though an elevation project does not involve moving a building to another place, the same supporting beams and hydraulic jacking equipment are used. If specifically procuring a house moving contractor, Applicants may have to separately procure a contractor to build the foundation. Part of Form GG is a sample checklist that may be helpful when selecting contractors.

- **Construction Inspection and Management (Form RH).** If the project involves elevation or relocation of a large number of homes, applications may need outside help to negotiate with contractors, perform inspections, review cost estimates and invoices and oversee the field operations.

4-A.3 Communication with Property Owners

Applicants should plan to send written updates or meet regularly with property owners, especially if more than a few people are going to be affected. Chapter 2, Section A.2.1 outlines some other effective options to include in an outreach plan. Regular communication is the best way to reduce rumors. Property owners are understandably concerned and are likely to have many questions. The type of questions will vary depending on the type of project. In acquisition projects, most questions have to do with the adequacy and fairness of the buyout offer and when do owners have to start looking for a new house. In elevation projects, questions range from what the homes will look like to where families will live during the actual construction work.

Applicants may discover a number of property owner issues that can complicate matters, either when holding individual meetings with owners or during the title work. Chapter 4, Section B.8 covers some situations that can come up in acquisition projects.

Part B: Approved! What's Next?

4-B.1 Overview of FDEM's Role During Implementation

After FEMA reviews and obligates grant funding, the FDEM continues to support activities throughout project implementation. The FDEM will:

- Respond to requests for policy clarification and technical assistance.
- Work with Applicants to turn the anticipated project schedule in the application into an implementation schedule.
- Request data from FEMA for determinations of Duplication of Benefits.
- Look at property appraisals for reasonableness and concur with recommended purchase prices.
- Monitor and evaluate progress by reviewing Applicant's quarterly reports.
- Work with Applicants to address problems that may affect scheduling.
- Provide funds based on reimbursement requests.
- Monitor the financial status of the project, including determination of eligibility of submitted costs.
- Conduct on-site inspection of selected projects or properties.
- Conduct financial audits.

4-B.2 The Subrecipient Agreement

The FDEM has developed a standard Subrecipient Agreement (Appendix D) that each Subrecipient must execute shortly after the grant is approved by FEMA. It includes provisions that are typical of grants to communities, so it may be familiar to staff who handle other projects supported with State and federal funds. It is imperative to read

and fully understand your sub-recipient agreement. Contact FDEM with questions and clarification prior to implementing the awarded project.

Some key elements of the Subrecipient Agreement that are specific to HMGP, FMA and PDM grants are:

- Upon award, Applicants need to prepare and publish a final Public Notice (Appendix D).
- The period of the Agreement is 36 months or the end of the project schedule submitted in the application, whichever is shorter.
- Separate record keeping is required if multiple projects are funded under one Agreement.
- Separate checking accounts are required for each funding source.
- Copies of contracts for services are to be submitted to the FDEM within 15 days of execution.
- For each property acquired, Duplication of Benefits is to be verified and determined based on data provided by FEMA and the FDEM.
- The FDEM is to be notified immediately if a change in scope is anticipated and/or budget impacted.
- Documentation of public notices for demolition activities is to be provided.
- A letter is to be submitted to certify completion in accordance with the approved scope and Subrecipient Agreement.

4-B.3 Public Notice

Shortly after receiving notice of grant award Applicants should issue a public notice (see Chapter 3, Section A.5.6). Keep a copy of the published notice as part of the project records.

4-B.4 Record Keeping

As with any grant program, a significant community responsibility is to maintain complete records to document project performance and that funds have been used appropriately. There are two primary components of the record keeping system:

1. Project files; and
2. Financial records.

All records are to be retained for at least 3 years, and access is to be provided to the State or FEMA for audit purposes.

4-B.4.1 Project Files

For the project as a whole, use the Project Status Charts (Form B and Form D) to track key steps. Make sure to keep the following:

- The application and supporting documentation;
- Map identifying each property;
- Correspondence with the FDEM, FEMA and other agencies;
- The Subrecipient Agreement
- Other documentation which demonstrates compliance with other specific grant requirements; and
- Quarterly progress reports (see Section 4-B.5).

For individual properties, use the Property Owner Case File (Form C) and the Tenant Case File Checklist (Form E) to monitor all the paperwork. Applicants need to have a separate case file for each parcel to keep all the information and correspondence specific to each parcel and property owner.

4-B.4.2 Financial Records

For the project as a whole, make sure to keep the following:

- Separate accounts for each funding source;
- Bid and contract documents for contracted services;
- Work reports and time sheets for in-kind services;
- Timesheets and valuation computations for donated services;
- Vouchers that detail the services provided by contractors;
- Affidavit or tipping receipts for debris disposal;
- Quarterly financial reports submitted to the FDEM;
- Reconciled “as built” project budget; and
- Close out and audit records

4-B.5 Reporting Requirements

The Subrecipient Agreement that a community executes with the FDEM will specify the reporting requirements and provide standard report forms. Be sure to remember at the end of each quarter to stay on top of these requirements:

- **Quarterly Reports.** Applicants will submit quarterly reports to the FDEM, and the FDEM will submit summary reports to FEMA. For each active project, the FDEM has to describe the progress of the project, percent completed, estimated completion date, and any problems that were identified by the community.
- **Change in Project Scope.** The project scope is the specific work that is described in the project award letter and Subrecipient Agreement. If Applicants propose a change in project scope, or if a change is anticipated, then the Applicant must notify the FDEM immediately. Do not do work outside of the scope until and unless the grant agreement is modified.

Some examples of possible scope changes:

- The original application specified acquisition of homes, but then property owners indicate they'd rather be elevated-in-place. Do not automatically assume that making this switch to a “new” project is acceptable, even if it can be done within budget. Applicants must request a modification of the grant, including a modified project budget. Be prepared to submit cost estimates, if necessary to demonstrate that the changed project is still cost effective.
- The anticipated acquisition of a certain number of homes, but based on actual costs Applicants aren't able to buy them all, prompting a change in project scope. Although rare, the opposite can happen, where it is possible to end up with more money than homes, in which case the scope would need to be changed in order to add more homes to the buyout list.
- The application specified certain homes by address, but as Applicants began to work with property owners, some dropped out of the program, and others that weren't on the list became interested.

4-B.6 Duplication of Benefits

4-B.6.1 Overview

Duplication of Benefits (DOB) is relatively simple to define, but not so easy to handle. In order to avoid using tax dollars to provide the same benefits more than once, federal funding programs require a DOB determination:

- Amounts received from federal disaster assistance that are specifically intended for repair will be deducted from the buyout offer, unless the owner has receipts to document that the money was used for repairs;
- Amounts received from NFIP flood insurance and homeowner's insurance are handled the same way, provided the funds were paid to repair flood-related damage; and
- Amounts received for temporary living are not deducted from the buyout offer.

Most acquisition projects use pre-flood Fair Market Value to determine the purchase offers. From the FMV will be subtracted the total value of other disaster-related repair assistance, including flood insurance. This avoids duplicating "benefits." The exception is if the owner has receipts to show that the money was used for the intended purposes, that is, if it was actually used for home repairs. In this case, the benefits received won't be subtracted, as long as receipts confirm the actual cost of repairs.

If post-flood market value is used to develop buyout offers, then a DOB assessment is not required and the owner keeps all disaster assistance and insurance payments. A post-flood market valuation takes into consideration the damage that was repaired as well as unrepaired damage. This approach isn't used very frequently because it usually does not provide the owner with sufficient financial resources to find comparable housing. The exception is if the flood occurred some time ago (12+ months) and owners have fully repaired.

The DOB process, described below, follows this procedure:

- Applicants develop the DOB research request. The request is a list of property owners who are expected to participate, and includes the name and Social Security Number of each property owner, and the property address.
- Applicants send the list to the FDEM.
- The FDEM and FEMA research records and return back an Official DOB Settlement Sheet showing amounts of assistance (including flood insurance claim payments) that were provided as a result of the damaging flood that prompted the project.
- Applicants review the data that was collected from each property owner to determine if a private insurance payment was made to cover flood related damage.
- If federal assistance was provided for the purpose of making repairs, then Applicants must prepare a Determination of DOB.

4-B.6.2 Frequently Asked Questions about DOB

A handout about DOB is included in Appendix A. It is formatted to make it easy for Applicants to add a community's seal and contact information, and answers these basic questions:

- What is "Duplication of Benefits?"
- OK, that sounds reasonable. But suppose I have spent the disaster assistance and/or flood insurance payments?

- I understand that the buyout offer for my property will be based on an appraisal of its pre-flood Fair Market Value. So how will you decide how much will be subtracted because of “Duplication of Benefits?”
- I know what you mean when you say “insurance payments,” which I get if my home was covered by insurance. But you keep saying “disaster assistance payments.” How do I know if I got any of those payments?
- I got a disaster loan from the Small Business Administration (SBA). How will I pay it off if my house is part of the Floodplain Buyout Project?

4-B.6.3 Request for DOB Information

When Applicants submit the Request for DOB Information (Appendix E, Form J), Applicants will certify that each owner has signed and provided the Privacy Act Release which should have already been collected. Double check that the required identification information from all owners of record is on file, including:

- Names of all owners of record for the property;
- FEMA control number (if owner applied for disaster assistance) or Social Security Number(s) of the owner(s);
- Address of the property;
- Telephone numbers where owner(s) can be contacted; and
- If applicable, the NFIP policy number, NFIP company code, and insurance agent’s name and telephone number
- Due to the private nature of the DOB information, requests are to:
 - Be on official community letterhead, signed by an authorized official; and
 - Contain a statement that signed Privacy Act Releases from all owners are on file.
- The DOB Research Request is submitted to the FDEM for a search of records:
- The FDEM searches records for Individual and Family Grants (IFG) that may have been provided to the owners on the list.
- FEMA researches its Individual Assistance (IA) program records to identify whether owners received Emergency Minimization Repair (EMR) grants.
- FEMA searches the NFIP claim and payment records to determine whether insured properties received claim payments.
- For elevation projects, FEMA will determine whether it appears (based on value of claim) that insured owners may be eligible for ICC claim payments (see Chapter 2, Section B.6). The final determination of ICC eligibility depends on whether the building is certified by the community to have been substantially damaged by flood.

4-B.6.4 Are SBA Loans Part of the DOB Determination?

SBA loans must be paid off, but they are handled differently than disaster grants and insurance payments. There are different ways SBA loans are handled, in part depending on the type of loan:

Some examples:

- If the owner has not yet spent the money from an SBA loan given to make repairs, then it is used pay off the loan.
- If the loan was used, then the SBA loan will be treated just like any other lien against the home, and the title company will handle it. It will be paid off from the proceeds of the sale, and at settlement, both the mortgage loan and the SBA loan will be paid. The owner will receive the balance.
- In some rare cases, especially if the money was spent to repair the home (and if the owner has receipts) an SBA loan may be “rolled” over to the new home if the proceeds from the sale aren’t enough to pay it off. This could happen, for example, if what the owner’s current mortgage plus the SBA loan add up to more than the Fair Market Value (buyout price) of the home. This is a very unusual situation.
- Some SBA loans are specifically to help buy a new home, which usually are conditioned that the owner sell within 2 years and return the proceeds of the sale and any unused funds.
- If the owner got an SBA disaster loan to purchase a new home, then SBA will take the flood-damaged home as additional collateral and places a lien on it, which will show up during the title search. When a community wants to buy the property as part of a mitigation project: SBA gives a partial release that gives clear title to the property. It is the title company’s responsibility to handle the details. Payoffs will be made in this order: taxes owed, old mortgage, then SBA’s lien.

4-B.6.5 Determination of DOB

Applicants will receive an Official DOB Settlement Sheet for each property owner. It will identify the data available to the FDEM and FEMA for all deductions and credits that are to be applied to the buyout price. The data collected from the property owner will have to be checked to determine if a private insurance payment was received, and if so, it has to be considered in the determination. Because this step will likely reduce the dollars the owner expects to receive, a copy of the determination is to be provided to the property owner along with an explanation. This is called the Statement of Determination of Compensation (Appendix E, Form N-1) and is to be attached to the Voluntary Transaction Agreement. The Statement is to be signed by the owner at closing, to certify that it represents all benefits received. Chapter 5, Section B.2.2 also addresses the Determination of Compensation.

4-B.7 Surveys, Appraisals, Title Work**4-B.7.1 Lot Line Surveys**

A lot line survey is usually a standard procedure when selling property, so owners should expect Applicants to request permission to have a survey crew enter their property. The cost of the survey is an eligible cost. Section 4-A.2 reviews getting ready to contract for survey services. Now that the grant is approved, Applicants are ready to procure those services. All procurements are to be handled according to the Applicant’s standard procurement processes and any special conditions found in the Subrecipient Agreement.

4-B.7.2 Appraisals

Each property to be acquired must be appraised to determine its Fair Market Value. Most appraisals are performed on the basis of pre-flood value, which should not present a problem for the appraiser unless the homes were so

severely damaged that the remaining debris was removed during disaster cleanup. Any deviations from a standard FMV appraisal should be clearly specified in the instructions to the appraiser.

For consistency, use one appraiser or appraisal company. If more are used, then a review for consistency between appraisers becomes more important. Although not required, it is recommended that a knowledgeable person review the appraisals to make sure that the appropriate assumptions were followed and that all pertinent aspects of the property were appropriately incorporated. This task may be done by in-house staff, a hired review appraiser, or a consultant. The FDEM does not perform a technical review of each detailed appraisal.

4-B.7.3 Concurrence by the FDEM of the Recommended Purchase Price

Property appraisals (recommended purchase prices) are to be sent to the FDEM before Applicants prepare the Determination of Compensation. The FDEM checks the certification of the appraisers), compares the appraised value to the Tax Assessment Value, and looks at the recommended purchase price for reasonableness.

The FDEM has the option to request clarification from the community's appraiser or to request that Applicants obtain a second appraisal.

4-B.7.4 Title Search

Section 4-A.2 described getting ready to procure the services of a title company. Check the Subrecipient Agreement for special conditions that may apply.

The purpose of the title search is to ensure that the owner is really the titleholder and that the title is clear. If owned by more than one person or entity, all must participate in the discussions. If encumbrances such as mortgages or outstanding liens against the property are discovered, they will be handled at closing. The title search will also reveal whether there are easements over the property that may conflict with the intent of the project. Not all easements will be in conflict, for example a flowage or drainage easement may be acceptable, as might utility easements.

The title company will search the title of the property and provide a title commitment to insure (title insurance). The title commitment must identify:

- The owners of record;
- Title deed;
- Easements, restrictions and prior conveyances; and
- All liens, mortgages, and other encumbrances.
- Copies of all documents referenced in the title commitment must be attached. The title commitment should be reviewed to check that the property owner with whom an Applicant has initiated discussions with is the actual owner of record and can convey free and clear title to the property.

4-B.8 Situations That May Arise

There are many variations and unusual situations that may arise up and several are described below. If other situations arise as part of the project, check with the FDEM first. Don't interpret or guess on project decisions, as it may adversely affect funding.

4-B.8.1 What if the Property has Changed Hands?

After a flood, property may change hands for several reasons: an owner may have already had the home on the market; they may decide they can't wait for a buyout, or a speculator has heard a buyout program is pending.

How Applicants prepare the buyout offer is covered in Chapter 5, Section B.2. Applicants might not be able to know definitively if someone who buys a home after a flood is engaging in speculation. It's a good idea to have a policy in-place to handle this situation.

New owners are offered what the previous owner would have received, or their actual purchase price, whichever is lower. As an example, suppose the original owner would have been offered Fair Market Value minus DOB. If FMV is \$100,000, and DOB for the original owner totaled \$60,000 (includes insurance payment), the original owner would have received \$40,000. A speculator may buy at \$50,000, thinking the FMV of \$100,000 will net a windfall of \$50,000. However, the original owner would have received only \$40,000, and that remains the maximum amount that can be offered to a new owner.

Obviously, if the project purpose includes having public open space as the end result, land speculation can seriously undermine the project because all property owners must be voluntary and willing sellers.

4-B.8.2 Lot Swaps

If a community owns buildable lots, lot swaps can be part of acquisition or relocation projects. For acquisition, the negotiations would proceed to buy the building and swap the lots. The owner then uses the buyout money from the building to help pay for a new home on the new lot. One possible drawback to this approach is that the market value of the floodplain building may not be enough to build a new home of the same size on the new lot. Grant funds can cover the differential in land values, the purchase price of the building, removal of the foundation and other site improvements, and site stabilization. However, the owner would not be further compensated in order to pay for construction of a new home.

Experience indicates that one of the more costly components of relocation projects is buying and preparing new lots. Rather than purchase the land on which the flood-prone home is located, in a lot swap Applicants can work out an agreement with the property owner to swap his land for one of the lots the community already owns. The agreement would also cover the details of moving the building. Grant funds can cover the cost of a differential in land values, the new foundation and site preparation, physically detaching and moving the building, attachment to the foundation, utility hookups, removal of the old foundation and other site improvements on the original lot, and site stabilization.

4-B.8.3 One Title Deed for Multiple Lots

If an owner purchased multiple lots at the same time, all of the lots may be shown on a single title deed. This means Applicants either have to purchase all the lots or divide them under separate title deeds. If possible, try to identify these situations when collecting property owner data early in the process. If it is discovered that multiple-lot ownership after the grant is approved, Applicants may have insufficient funds to cover all of the costs.

If an owner holds multiple titles to multiple lots; Applicants need only negotiate for those properties in the project area. For example, if someone bought a house on a small lot and subsequently purchased the empty lot next door, there is the option of buying only the improved lot. Of course, Applicants may want the vacant lot in order to own a contiguous area and to prevent future construction.

4-B.8.4 Multiple Owners of One Parcel

Some properties have multiple owners, especially if a property was transferred to heirs as part of an estate. Any project receiving FEMA funds is limited to "willing" participants. This means that all owners of a parcel must be willing. If that is not the case, then how Applicants handle the transaction may depend on whether the success of the project depends on acquiring all the lots, for example for recreational open space. Applicants might want to

take on the role of mediator if contiguous open space is needed. Otherwise, Applicants may be better off simply by making sure all owners receive information about the project and offer, and let them work out the details. Be sure to remind the owners that there are other property owners in line, and they may be moved to the bottom of the list if they can't come to agreement within a reasonable period of time.

If all owners of a parcel are willing, then they all have to sign all necessary paperwork or they can select one person who has power of attorney to act on behalf of the group. Make sure to understand how they're handling it, and request documentation of the power of attorney, because it does make a difference in terms of how the paperwork is prepared.

4-B.8.5 Avoid "Rent-Back" Situations

Many complications arise with acquiring a property and then renting it back to the owner. Rather than get into a rental arrangement, Applicants are better off delaying the closing until the owner/occupant is ready to move. In the Voluntary Transaction Agreement, Applicants specify the period of time during which the owner can move and then activate the sale. If financing is the problem prompting the owner's request for rent back, the property owner may be able to get a bridge loan or temporary financing using the signed Agreement as collateral.

There are many potential problems with short term rent-back that Applicants should consider options before settling on this approach. Keep in mind the following drawbacks:

- If it is decided to rent back the property, the Applicant become a landlord;
- If the occupant decides not to move or takes longer than anticipated, the Applicant may have to initiate eviction proceedings;
- If damage of any type occurs, the Applicant may be liable;
- Applicants need to buy flood insurance, just in case it floods again;
- If Applicants receive rent payments, FEMA expects to share in the income when the books are settled; and
- If Applicants are charging rent below market rates the Applicants may have to recalculate the DOB to credit the property owner with that benefit.

If, after considering all of the problems and alternatives, the community decides that allowing the property owner to rent back is the only option, contact the FDEM to work out the details. Applicants will have to consider requiring the following as conditions of the contract to buy:

- Set a specific date by which the owner-turned-renter has to vacate;
- Require the owner-turned-renter to indemnify and hold harmless the community;
- Require the owner-turned-renter to obtain liability insurance naming the community as an additional insured, and require evidence that such insurance is in place and paid;
- Charge a reasonable rent for the area; and
- Require the owner-turned-renter to pay all expenses of occupancy, including utilities, repairs, taxes, and assessments.

4-B.8.6 Unusual Agreements between Landowner and Others

Occasionally one property owner allows another to use a portion of his land, for example a dock, driveway for access, or seasonal fishing or hunting rights. If the agreement is non-binding, Applicants may not have to address it when acquiring the property. Of course, the person losing an accustomed use may not feel fairly treated. If there is a legal instrument conveying a specific use, then an acquisition project can still go forward in one of two forms:

- As long as the continued use conveyed does not violate the terms of FEMA’s funding, then the new title to the property can continue the agreement. Applicants should modify the agreement for that use to explicitly state that it terminates on a specific future date or upon a specific event, such as the death or relocation of the user. In addition, if the use involves any sort of improvement, the agreement should clearly state that the user is responsible for maintenance and is liable for any and all damage.
- If the use is conveyed in a binding agreement, but if that use is not acceptable to FEMA or to the community, Applicants may have to compensate the person who will lose the accustomed use. Because this could change the purchase price, Applicants should find out about special use agreements as early as possible.

4-B.8.7 What if a Building Burns After the Flood?

This situation isn’t any different to handle than a building that is damaged by flood. If Applicants will be compensating owners for pre-flood Fair Market Value, then nothing changes. Applicants will determine the value by appraisal, deduct disaster assistance and flood insurance payments, account for documented repairs during the DOB determination, and then deduct whatever fire damage was covered by the homeowner’s policy.

4-B.8.8 What if Another Flood Occurs?

How Applicants handle this situation will depend on whether the owner has invested in repairs between the two events. If this is the case, then repairs that were paid using flood insurance payments or disaster assistance (if documented with receipts) will not be deducted using the DOB determination. If no repairs were made and the building was still covered by flood insurance, then the insurance payment gets added in and will further reduce the cost of the project.



Chapter 5 Managing the Project

Part A: Beginning the Process

5-A.1 Purpose of this Chapter

Approximately 90 days after a disaster is declared the FDEM will notify communities of the availability of HMGP funds. PDM and FMA funds are available on an annual basis, contingent upon Congressional appropriations. The actual amount of funds available to counties and municipalities within it will be estimated at this time. The final amount will be locked in between 6 and 12 months after the declaration.

5-A.2 Overview of the Key Steps in a Project

Applicants have several critical decisions to make before starting to develop the application. This chapter gives Applicants enough detail to help:

- Understand the key steps in the overall process. Some of the things decided now will influence how the project is defined, how costs are determined, and ultimately how willingly the property owners will participate.
- Review the overall project management responsibilities that the community assumes when it receives a mitigation grant. In addition to this chapter, be sure to re-read through Chapter 4, Part A and B, and also Chapter 5, Part B to understand what is involved in day-to-day implementation. Then critically review whether in-house staff have the time and experience to handle it all.
- Continue to work with property owners and renters to help them understand the process and to encourage participation.

5-A.3 Project Management

The Project Manager will have some general responsibilities that are common to every project undertaken with grant funds. The person assigned to oversee the project needs to factor the following into the work plan:

- Develop the data and ensure the grant application is complete;
- Conduct public meetings;
- Keep good records and submit reports in a timely manner;
- Be responsive to the public, individual property owners, and the media;
- Oversee the day-to-day tasks;

- Keep in touch with the FDEM's assigned staff; and
- Keep all the various aspects of the project moving forward.

The FDEM recommends that Applicants carefully consider appointing an employee as the overall Project Manager, and possibly then hire a consultant to handle the technical aspects and day-to-day work. Applicants may decide that existing staff can handle overall management, but that a professional is needed to handle some or all of the critical steps in the acquisition process (listed in Chapter 1, Section 1.1.3). Regardless of whether the entire process is handled in-house or parts are contracted out, the citizens need a single point of contact. Ideally, this person will be assigned for the duration of the project to provide oversight and to avoid misinformation and confusion. Especially for large projects, Applicants may decide to hire a project manager to handle just about all of the work elements.

5-A.3.1 Decision: Contracting for Services

Most communities decide to contract for certain functions. Larger communities may have in-house capabilities to perform some of these functions. These decisions should be made before Applicants finalize the grant application because the costs for contracted services are eligible for reimbursement as project costs. Sample scopes of work for the following services are included in Appendix E:

- Management and Implementation (Form AA)
- Appraisals (Form BB)
- Property Surveys (Form CC)
- Title Services (Form DD)
- Demolition Contractor (Form EE)

5-A.3.2 Decision: Hire an Implementation Manager

It may not make sense to hire a specialist to manage a small number of properties if Applicants have good staffing capabilities. However, adding this project to the workload of a small staff could end up affecting the project schedule, as well as interfering with completion of their normal tasks.

There are no set specifications for a consultant. The scope outlined in Appendix E, Form AA is a menu of tasks from which Applicants can select tasks to contract service for. Whether contracting with a consultant to manage all or part of the project, will depend on a number of factors, from the number of properties involved, to the capacity of staff to handle the additional work. The following are some points to consider when making this decision:

- These projects can be time intensive, especially when Applicants have more than just a few property owners involved. People need to be able to talk to someone who is familiar with the project and the details of the process.
- A consultant can provide the required project management capabilities to procure other services (surveys, appraisals, title work) and manage those contractors, as well as handle the public meetings, data collection, property owner sessions, and keep the files and financial paperwork in order (see list of key functions, below).
- In some cases, hiring a consultant can be cheaper. For example, even if another agency can handle part of the work, their costs may actually be higher than procured services
- Applicants have more control over scheduling a consultant, rather than tapping into another agency for support. Another agency will likely place higher priority on its own work.

- Applicants are more likely to get consistent handling of all properties, and all the owners will hear “one voice” so there is less likelihood of differences in interpretation.
- An experienced consultant will be familiar with current FEMA and State policies, and can advise when a complicated or technical matter warrants seeking an opinion from the FDEM.
- If a project is sensitive politically, it can be useful to have a third party interact with property owners to help deflect claims of favoritism. Many communities report that property owners in the project area often are suspicious of government’s agenda. Having a neutral voice can help assure them that there aren’t any hidden purposes behind the project.
- All or some of the cost may be grant eligible, but Applicants have to include it in the budget submitted with the application.

The menu of tasks that could be assigned to a consultant, depending upon when in the process the services are procured, includes:

- Support planning and project development;
- Prepare grant application and supporting documentation;
- Advise on policy issues and implications;
- Conduct public meetings;
- Procure and oversee appraisal services;
- Review appraisals for compliance with Uniform Standards for Professional Appraisal Practices and grant requirements;
- Procure and oversee title company services;
- Review title searches and title insurance commitments;
- Develop determination of Duplication of Benefits and other data;
- Prepare the Determination of Compensation and the Voluntary Transaction Agreement;
- Meet with owners and present offers;
- Prepare deeds, deed restrictions, and coordinate with community attorney;
- Oversee and coordinate closings/settlements;
- Determine relocation benefits for eligible tenants;
- Maintain property case files; and
- Provide quarterly reports.

5-A.3.3 Overview of Paperwork Duties

Throughout this manual a wide variety of duties are described. The community accepted these responsibilities when it decided to implement a project. Duties related to paperwork include:

- Keep a central file for materials for the overall project. Appendix E, Form B is a Project Status Chart to track key steps in the overall process with property owners.
- Set up a property case file for each property. Form C can be used to organize each property case file and to track paperwork sent to, and received from, each owner.
- Form D and Form E are used when the project includes tenants.
- Pay close attention to accounting for in-kind costs that are used as part of the non-federal share.
- Prepare quarterly reports to document progress or problems encountered. Be clear if assistance is needed, but don’t wait to ask for it in a quarterly report.
- Prepare invoices with copies of receipts, contractor invoices, and other backup.

- When the project is complete, fill out the Project Completion Certificate (Appendix E, Form Y-1) and have it signed by the chief elected official or designated representative executive. Final payment will not be made until this certificate is submitted. It also serves to notify the FDEM that a final field inspection can be conducted.
- Complete the Subrecipient Checklist (Appendix E, Form Y-2) and send it to the FDEM with the certification.

As with all grants, accountability is important. Applicants must keep complete records of all work, i.e., receipts, checks, job orders, contracts, equipment usage documentation, and payroll information. A final accounting and reporting will take place after the project is completed.

Make sure the financial management system can document and track all funds by fund source. If Applicants have FEMA, CDBG or other funds, it is critical to keep them separate. The local share also has to be maintained in a separate account or have a separate charge code so that Applicants can clearly document the match.

Records are to be retained for three years from the completion date of the project, or three years after any litigation claim, audit or other action has been resolved, whichever is later. During this retention period, all project documentation is subject to random audits.

5-A.3.4 Managing Multiple Sources of Funding

One of the first things to do upon receiving the grant award is to get a financial system in order. Applicants will set up separate accounts for each fund source. These have to be kept separate because each is subject to the reporting requirements and programmatic restrictions specified by the grantor agency. Be prepared to immediately begin to document that funds were used only for allowable costs.

5-A.4 Options for Matching Funds: the Non-Federal Cost Share

The source (or sources) of the non-federal match are to be specified in the grant application. The signed application is a certification that the matching funds are or will be available. HMGP, FMA and PDM require non-federal cost sharing of a minimum of 25% of the total project cost²⁶.

5-A.4.1 Defining the Local Match: Funds and In-Kind Contributions

Applications for FEMA's mitigation grants have to identify the sources of the non-federal share of project costs, which can be partially fulfilled by in-kind contributions. Matching funds may come from one or more of the following sources:

- Owners whose properties are specified in the application may provide cash, funds borrowed from other sources, or "donated" value (see Section 4-A.4.2);
- Owners who receive a federal flood insurance claim payment, including an ICC payment, can use the basic claim payment and the ICC payment only for activities that bring the home into compliance, which is the objective of a grant for elevation (see Chapter 2, Section B.6);
- Property owners who have received claim payments from their homeowners insurance company may be able to use some of the proceeds towards the match;
- Locally budgeted funds;
- CDBG funds, provided the project is consistent with the community's CDBG Action Plan;

²⁶ http://www.fema.gov/media-library-data/20130726-1758-25045-4813/inkind_contribution.pdf

- Disaster-specific CDBG funds that may be made available by HUD or by specific Congressional action;
- Other government program funds (check with the FDEM to see if State funds may be made available);
- Matching funds from other organizations that are project participants (land trusts, neighborhood associations, housing non-profits); and
- Salary paid to staff to carry out specific functions that are allowable costs. However, the time of staff who are federally-funded staff cannot be used as part of this match.

Third-party contributions may be counted as part of the non-federal cost share and may be made in a number of ways:

- Individuals and civic organizations may donate funds;
- A third-party, such as a local land trust or community organization, might purchase a property and donate it as an in-kind contribution;
- Services to carry out specific functions that are allowable costs and that are donated by others (civic organizations, fire company, professional or non-profit organizations); and
- Donated supplies, equipment, buildings, and land.

Donated services are valued at the rate the community would have paid, either if services were procured or performed by local staff:

- Volunteer services are valued at rates consistent with those paid to community staff for similar work or paid by other employers for similar work. FEMA's guidance suggests that a reasonable amount of fringe benefits may be included in the valuation.
- Employee services provided free of charge by another organization are valued at the employee's regular rate (exclusive of fringe benefits and overhead) for employees who typically perform such services. An example is a law firm that provides the services of an attorney to help with closings on acquired properties.
- Employee services that are provided by employees who do not typically perform the same type of work would be valued as volunteer services. An example of this is a manufacturer whose employees volunteer to spend a day, paid by the employer, cleaning up and seeding sites from which houses have been removed.
- Donated supplies, equipment, buildings, and land are valued in a number of ways. Call the FDEM to learn more if the project may involve any form of donations.

5-A.4.2 Property Owner Contributions to the Non-Federal Share

One of the biggest challenges will likely be finding the non-federal share. There are a number of situations in which the owner may "contribute" to the non-federal share:

- For acquisition projects, owners may accept less than the full, appraised market value, with the balance counted as a third party, in-kind contribution.
- For acquisition projects, owners may donate the value of the land (less building) to a nonprofit organization that FEMA and the FDEM approve as the ultimate title holder. The owners might benefit from an income tax deduction.
- For acquisition projects, the NFIP-insured owner's ICC claim payments pays for the demolition and site clearance.

- For elevation projects, some communities broker the grant on behalf of property owners who then commit to provide the entire non-federal share, which may be cash or the proceeds of a loan such as a Small Business Administration loan.
- For elevation projects involving substantially damaged buildings, the NFIP-insured owner's ICC claim payment is part of the non-federal share.
- For relocation projects, ICC claim payments can be used to pay for physical relocation of the building, demolition of the old foundation, and construction of the new foundation.
- For all project types, loans made by the Small Business Administration, or commercial loans can be the owner's contribution.

5-A.4.3 Other Federal Funds

Generally, the non-federal match may not include funds from other federal agencies. However, certain funds that "lose federal identity" may be used, provided the project meets all appropriate qualifying criteria:

- HUD CDBG funds for entitlement communities and small cities.
- CDBG funds distributed by the State to other communities.
- SBA loans to individuals.
- Federal Housing Administration (FHA) loans to individuals.

5-A.4.4 Using CDBG Flexibility

CDBG funds are available to support activities that meet one of the three National Objectives criteria established by HUD:

- Benefit low and moderate income persons;
- Prevent or eliminate slum and blight conditions; or
- Urgent Need - Designed to meet other community development needs having a particularly urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community, and where other financial resources are not available to meet such needs.

If a flood mitigation project meets one of the three National Objectives criteria, then CDBG funds may be used as the non-federal match required by FEMA. Communities have found the flexibility of CDBG funds to be very supportive of mitigation activities, provided the property owners meet appropriate eligibility requirements. CDBG funds may be used for:

- The project cost-share;
- Most costs that FEMA deems "unallowable" (see Chapter 3, Section A.7);
- Buyout of homes that may not meet FEMA criteria, but do meet the HUD/CDBG criteria;
- Acquisition of vacant lots in the project area, to support viable public open space;
- Replacement of flood-protected, on-site water and sewer systems when homes are elevated;
- Repair and rehabilitation costs not covered by FEMA's grant; and
- Payment of (non-flood) upgrades required for code compliance (i.e., to result in decent, safe and sanitary housing) that are required but not allowable under FMA/HMGP.

5-A.5 Property Owners, Tenants and Paperwork

Applicants need to inform and involve the property owners well before submitting the grant application to the FDEM. Not only are there various requirements for public involvement, but FEMA has some very specific

requirements regarding information from owners, including a statement of voluntary participation. Suggestions to generate interest include direct mailings, public meetings, or a workshop for owners in the affected area.

The best way to get a good cost estimate is to have good data about all the anticipated costs (see Chapter 3, Section A.7). Sometimes owners are the best source of information on past damages, which may be useful when estimating benefits (potential future damage that will be avoided).

5-A.5.1 Property Owner Rights & Responsibilities

Property owners have certain rights that are protected through the acquisition process. They also have certain responsibilities to fulfill.

The property owner has the right to:

- Understand the process and be able to access someone who is able to explain it to them;
- Appeal the valuation of the property by securing a second market value appraisal; and
- Decline an offer.

The property owner has the responsibility to:

- Provide complete and accurate information about the property;
- Provide complete and accurate information about disaster benefits and insurance claim payments received;
- Respond to requests within a reasonable time;
- Reinvest in a home outside of the mapped floodplain; and
- Avoid spreading rumors.

5-A.5.2 Statement of Voluntary Participation

Early in the process Applicants may have received statements of voluntary participation from the property owners in the project area. If not, then Applicants need to get those statements as soon as possible (see Section 5-A.5.5 about collecting all data up-front). Applicants may want to confirm that the owners are still interested and willing to participate by obtaining a specific statement. Be certain to require that the statement be executed by all owners of each property, otherwise preparations of the buyout offer and the closing could be delayed. The statement, along with other forms to be completed by the property owners, is in Appendix E made up of Form G and attachments G-1 through G-9.

5-A.5.3 Limits on Assistance to Unlawful Residents

One of the jobs is to determine the residence status of property owners. The buyout offer that can be made is affected by the determination. Applicants must ask all owners of each parcel to certify that they either are an U.S. citizen or a qualified alien:

- Owners who certify they are an U.S. citizen or a qualified alien will be offered pre-flood, appraised Fair Market Value. While proof of status is not required, FEMA may conduct an audit. If the owner applied for federal disaster assistance, a form is on-file, and FEMA may provide verification of status.
- Owners who refuse to certify their legal residency status (and those who are determined not to qualify) can still participate in the project, but they can only be offered current (post-flood) appraised Fair Market Value. In addition, they are not eligible to receive additional relocation assistance..

5-A.5.4 Some Owners Have Flood Insurance...Some Don't

This is a tricky situation and Applicants need to decide how it will be handled before it becomes an issue with property owners. Some property owners have had flood insurance policies for a long time, other homes in the project area may be uninsured. The problem arises because everyone will get offers made on the same basis of property value and benefits. Yet those who have flood insurance often feel this should be factored into the compensation package.

The only way Applicants can plan for this is to ask owners to disclose information about flood insurance while gathering the data needed to put together the application.

Here's how crediting the owners with flood insurance works. First, Applicants decide two things:

- (1) The number of years of paid premiums being consider (5 or fewer years), and
- (2) Whether credits will be given for the entire paid premium, or set a cap per year (typically no more than \$500 per year). Here are two examples:

Examples:

- Suppose Applicants decide to allow credit for full premiums for 5 years: An owner receives a claim payment of \$20,000, and can prove he paid between \$300-500 in annual premiums for 5 years for a total of \$2,400. Under your policy, he would be allowed to keep \$2,400 of the claim payment while the remaining \$17,600 would be factored into the DOB determination.
- Suppose Applicants decide to allow credit for up to \$450/year, but only for 4 years: That same owner might get credit for only \$1,800, with the remaining \$18,200 factored into the DOB determination.

5-A.5.5 Gather All Data from Property Owners Up-Front

At the beginning of the process, Applicants should get all data about homes in the project area, and all the information required from property owners. Appendix E includes several forms to help Applicants do this:

- Form A is a handout used right after a flood, to inform damaged owners and to urge that they keep records and receipts for repairs.
- Form F is an introductory letter to property owners, including a questionnaire, to request that they notify the Applicant of their interest in a buyout.
- Form G and the packet of forms that are attached to it (G-1 through G-9) are to be completed by property owners who express interest in being considered for the project.
- Form G-6 is of particular interest because it documents damage. While owners may be able to fill in some of it, Applicants can help them complete it in during the first meeting.
- Contact the local housing agency to gather income and housing data during the first meeting with the owner.

Funding sources, such as CDBG, may require more property owner data than may be required by others. Some information is needed depending on the type of project, which Applicants may not have settled on shortly after a flood occurs. Experience suggests that it is best to minimize the number of times going back to property owners to get more information. Applicants will need to know:

- Building type from on-site visit, owner, or tax records (foundation, materials, and additions);
- Building size from on-site visit, owner, or tax records (footprint, stories, total square footage);
- Damage history (flood depth above the lowest floor, dates, photographs);
- Documentation of damage and receipts for repairs;
- Insurance claim information and receipts for repairs; and
- Information that is the basis for determining income eligibility for using CDBG funds.

To obtain the income and housing data, interviewers should be trained before talking with property owners and occupants because the following need to be accounted for in determining household income: wages, salaries, fees, tips, bonuses, commissions, IRA withdrawals, business income, interest and dividend income, other investment income, social security payments, annuities, insurance policy periodic payments, retirement fund payments, pension or disability payments, worker's compensation payments, unemployment benefits, welfare assistance, and child support payments. If personnel from the local housing agency are conducting these interviews, they should have introductory training in the purpose of the mitigation program and project.

5-A.5.6 Owners who Change Their Minds or Refuse an Offer

Buyout and elevation projects are voluntary, so owners have plenty of opportunity to change their minds up to the actual closing on the property or finalizing an agreement for elevation. Obviously, Applicants want to reduce the chances that people will change their minds. The best way to do this is to be up-front with information. Keep people informed so that rumors don't get out of control.

5-A.5.7 Changing the Project from Acquisition to Elevation (or Vice Versa)

Generally, after a grant has been awarded Applicants cannot change from one type of project to another. There are enough differences in costs and benefits that it is difficult to justify changing after a grant has been awarded. Ideally, Applicants will have defined a solid project through the LMS process. Most acquisition projects are, at least in part, justified on multiple benefits (see Chapter 3, Section A.6). Therefore, switching from one project type to another would be contrary to both the LMS and the scope that was approved by the FDEM and FEMA.

Depending on the nature of a project area, and whether there are overall goals for compatible use of vacated land, some communities may consider allowing owners to change from buyout to elevation-in-place. For example, if acquisition is considered only for a few houses that are not on contiguous lots, and the vacated lots will be surrounded by other homes, then it might make sense to elevate rather than acquire.

Changing a project type must be consistent with the LMS, and the FDEM's approval must be received before the change. Note that if changing the project scope results in increased costs Applicants will not necessarily get increased funding. Increased costs may have to be absorbed by the community and/or property owners.

Depending on several factors, especially if a project combines both acquisition and elevation, owners who were originally identified for elevation-in-place may decide they prefer acquisition. Again, Applicants must check with the FDEM, especially if the BCR for elevation was marginal and the project was deemed acceptable due to benefits of acquisition that are difficult to quantify (such as fewer families to evacuate). More than likely Applicants will have to work within the original grant amount. Because acquisition typically is more expensive, this might mean fewer homes to deal with. Note that this is a change in project scope and, if a BCR was required, could jeopardize the cost-effectiveness of the overall project.

Part B: Working with Owners and Tenants

5-B.1 One-on-One Meeting with Property Owners

When the project was initially defined, Applicants may have distributed a questionnaire to affected property owners to determine their interest. Those who indicated interest are now given a packet of forms, in Appendix E, Forms G-1 through G-9. Applicants need to decide whether to send the packets by certified or registered mail, or to distribute them during small group meetings.

Due to the complexity of the issues, many owners may wait until they meet in person to sign the required forms. Next, Applicants need to meet with each owner, typically done one-on-one, although if the project includes many properties Applicants may want to meet in small groups. Use the letter in Form N to schedule the meeting. Figure 5-1 a & b below detail a flowchart outlining the typical buyout process.

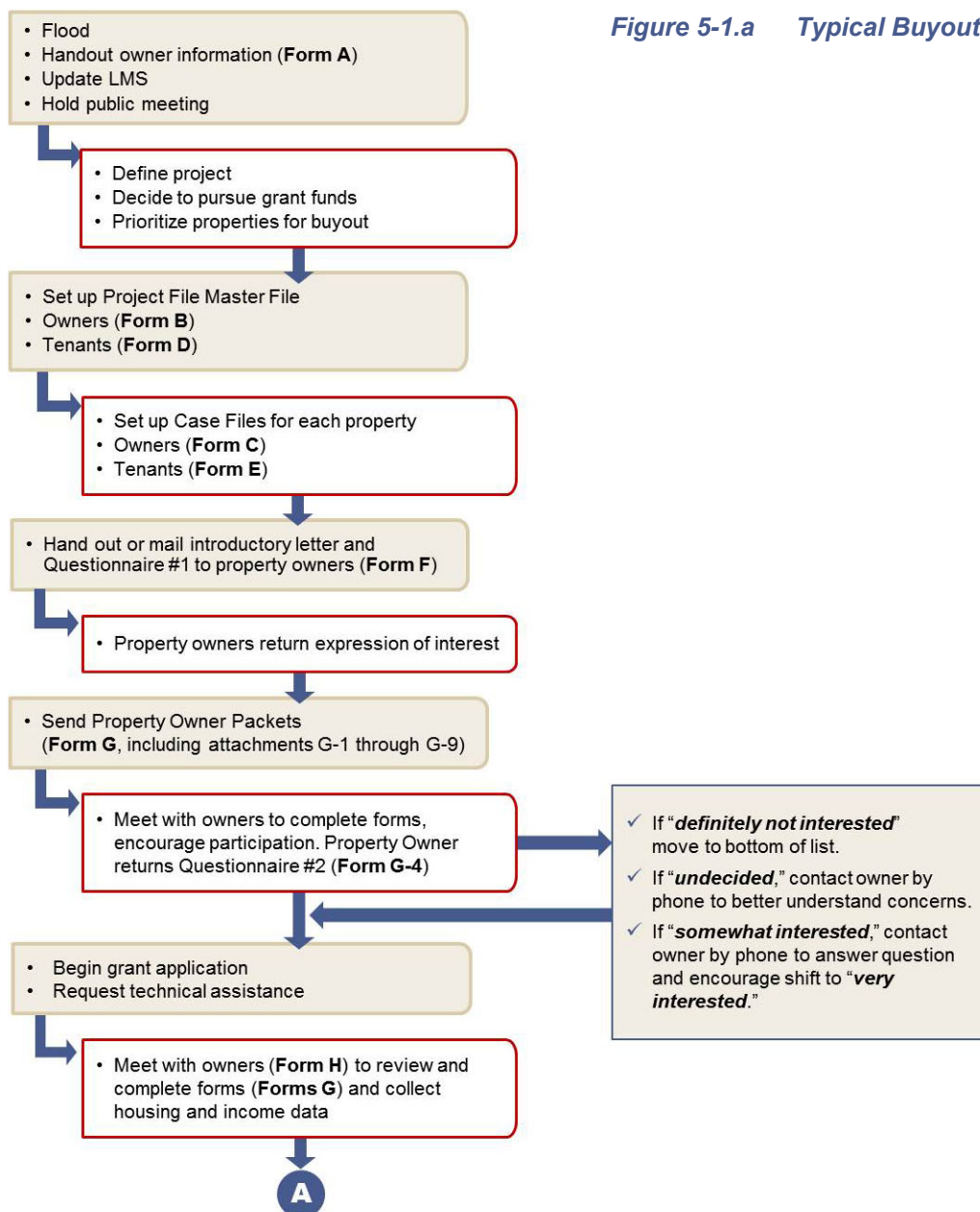
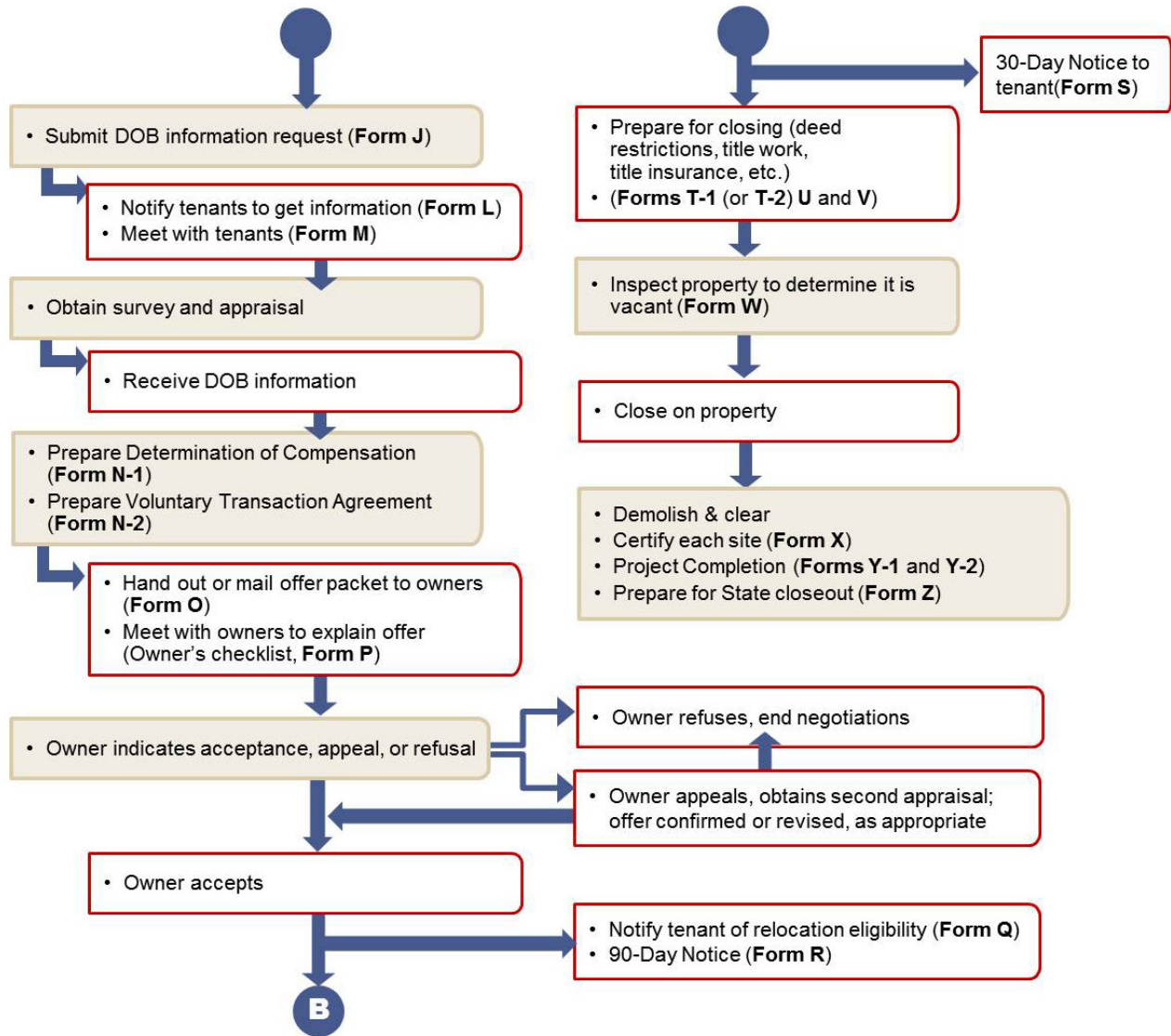


Figure 5-1.a Typical Buyout Process

Figure 5-1.b Typical Buyout Process, Continued



Use Appendix E, Form P as a checklist to record the meeting. The purpose of this meeting is to go over the details to make sure the owners:

- Understand the proposed project and how it affects them;
- Have an overview of the process ahead;
- Completed and understand Appendix E, Forms G- I through G-9 - be prepared to review each form to explain the details;
- Understand DOB - expect to go over this in detail because this concept tends to be one of the most difficult for many owners to understand;
- Provide information to make aa URA determination; and
- Agree to reinvest in a home outside of the mapped floodplain.

- More than likely the Applicant will need to pay particular attention to:
 - Helping the owner complete Form G-6, the Property Description and Damage Report, and
 - Gathering income and housing data (obtain current form from local housing agency).

5-B.2 Prepare Buyout Offers

This section describes what needs to be done to bring all those pieces together to arrive at the bottom line, the buyout offer. At this point all the information needed to prepare the buyout offer has been obtained:

- The DOB information from the FDEM;
- The appraisals of Fair Market Value; and
- Data about each building and each owner.

5-B.2.1 Prepare the Determination of Compensation

The Determination of Compensation summarizes how Applicants arrived at the price intended to offer the property owner and summarizes the DOB adjustments. The FDEM does not review the determinations before meeting with owners.

The Determination of Compensation (Appendix E, Form N-1) includes:

- Identity of the owner of record;
- Description of property and associated improvements;
- The method used to determine the purchase price;
- The amount of compensation and the basis for that amount, including the appraised Fair Market Value and the details of the Duplication of Benefits determination;
- The appraisal report;
- A statement that outstanding liens against the property will be satisfied out of the proceeds; and
- A specific period of time (such as 14 days), during which the property owner is to ask for clarifications, decide on the offer, and advise the community of that decision.

5-B.2.2 Property Taxes

Applicants should decide in advance how to handle property taxes so that the title company can be properly advised, when handling the details as part of the closing. Two approaches are reasonable, depending primarily on when the last flood occurred and whether homes have been occupied in the meantime:

- Reduce or waive taxes after the date of the damaging event. In areas known to flood frequently, especially if an acquisition project is already planned, Applicants should be prepared to reduce taxable values immediately after the next flood. This may be important to owners, especially if the homes are damaged to the point they aren't livable. Owners are understandably distressed if they have to pay full tax rate on property that is not useable. Note however, this approach may set a precedent that other flood-prone owners will feel entitled to, even if their properties are not targeted for mitigation.
- Pro-rate based on closing date or date offer is accepted. Most of the time property taxes are handled as they normally are handled during any real estate transaction, that is, they are the responsibility of the seller. Many communities decide to be responsible for (or waive) the taxes from the date a buyout offer is accepted, rather than the actual date of closing.

5-B.2.3 Prepare the Voluntary Transaction Agreement

The Voluntary Transaction Agreement (Appendix E, Form N-2) identifies the owner as “Seller” and includes a legal description of the property. Attached to the Agreement is the Statement of Determination of Compensation (Appendix E, Form N-1) and all of its attachments.

5-B.2.4 Dealing with Someone Who Bought Damaged Property

If the current owner bought the property after the last damaging flood, then that owner is offered the lesser of;

- The amount the original owner would have received; or
- The post-event Fair Market Value (i.e., the amount he paid for it or the current appraised Fair Market Value, whichever is less).

5-B.3 Make Buyout Offers

5-B.3.1 Provide the Offer to the Property Owner

If possible, arrange to give the paperwork to the owners during small group or one-on-one meetings. Applicants might want to send it to them in advance to allow them time for review, especially if there are any joint owners who do not live close by. Do not expect most owners to sign without talking to someone. Questions will come up, and most people will appreciate having someone to talk to rather than have to wade through a lengthy letter. Be certain to provide the name and telephone number of the person designated to handle the implementation tasks, the project manager, or other person who can answer questions.

If sending the offer by mail, be sure to send it by registered or certified letter. The letter should clearly explain that the purchase is voluntary and there is no obligation on the owner’s part to sell. The letter should also explain that the offer can be appealed, and it must clearly describe the specific things that have to be done to submit an appeal.

Whether Applicants give the offer to them during a meeting or by mail, Applicants should provide a reasonable period, such as 14 days, for property owners to make a decision and return the signed papers. Many anxious property owners will sign during the meeting. Be sure to have a witness or notary available. Some sample forms are included in Appendix E:

- Form N is a cover letter to explain the offer and to transmit the legal documents;
- Form N-1 is the Statement of Determination of Compensation;
- Form N-2 is the Voluntary Transaction Agreement;
- Form O is a sample letter, including a checklist for the owner, to schedule the meeting with each property owner; and
- Form P is a checklist to make sure all necessary topics are covered and to document the meeting.

5-B.3.2 Property Owner Returns Offer

If not signed during the meeting, allow the property owner at least fourteen (14) days to return a notice of intent to appeal or to make a decision regarding the sale. If the property owner accepts, ask that them for official notification as soon as possible. If sending the package by mail, Applicants may request that they return the signed and witnessed documents, but even willing owners may be reluctant to sign until they have it explained to their satisfaction.

5-B.3.3 Appeals from Property Owners – Property Value

The valuation of the property usually is determined by a pre-flood Fair Market Value appraisal. There is a process to appeal if owners disagree with this value. At their own expense, they may obtain a second appraisal. The appraiser selected by the owner must be acceptable to the community, must be licensed, and must make the determination on the same basis and parameters as the original appraisal. The owner's appraisal will be reviewed against the standards used by the community.

If the owner's appraisal is higher, Applicants should have a review appraiser compare the two. If it is decided to use the higher value, that appraisal must be sent to the FDEM for review and recommendation. If the owner's appraisal is lower, Applicants may use the higher value of the original appraisal.

If the owner's appraisal is approved, a revised Voluntary Transaction Agreement will be prepared. If the community rejects the owner's estimate of value, or it is rejected by the FDEM, a written explanation of the rejection should be sent to the owner. The owner may then choose to sign the original Voluntary Transaction Agreement and accept the amount originally offered.

5-B.3.4 Appeals from Property Owners – DOB

Owners may disagree with the Duplication of Benefits amounts. To contest the determination, they must submit documentation supporting their claim. Perhaps they have additional receipts or other evidence that the funds were used for the intended purposes. If acceptable, then the Determination of DOB and the Voluntary Transaction Agreement will be revised.

5-B.3.5 Counteroffers

Owners should understand that the buyout process is not a negotiation. The purpose is to provide them a fair price, not to enrich them above the Fair Market Value of the property. Guidelines for determining the Fair Market Value of properties have been carefully developed. Check with the FDEM before considering an offer other than one developed using these guidelines.

Agreements for amounts in excess of the approved budget amount should not be fully executed by the community without review and approval by the FDEM. If Applicants accept them before approval, then the community may be fully responsible for any amount in excess of what was approved in the application.

5-B.4 Owner Accepts Offer

To accept the offer, the property owner executes the Voluntary Transaction Agreement. Applicants should have a notary or witness available when meeting with owners because many will sign at that time. If the owner signs it before the one-on-one meeting, the offer is to be witnessed and returned within the specified time period. By signing the Agreement, the owner agrees to convey free and clear title and further agrees not to remove any fixtures or components of the property without prior approval (see Section 5-C.3.5 on salvage).

Applicants will provide the Voluntary Transaction Agreement to the title company to prepare the settlement statement. The settlement statement should reflect all aspects of the transaction, including any URA payment, if applicable.

5-B.5 Tenants

If the project includes properties with tenants who are eligible for URA relocation assistance, Applicants should watch the calendar carefully to time the notices to vacate in advance of the estimated closing dates:

- 90-day notice to vacate (Appendix E, Form R); and
- 30-day notice to vacate (Appendix E, Form S).

5-B.6 Close the Acquisition

5-B.6.1 Prepare the Deed

When the title commitment is prepared by the title company, Applicants will prepare a Warranty Deed to be signed by the owner and the community at closing. This deed identifies the property owner as Grantor, includes the legal description of the property to be conveyed, and specifies the actual purchase price of the property. The deed must include the restrictions on future use of the land, as required by FEMA (see Section 5-C.2.3):

- Appendix E, Form T-1 is a sample deed attachment for the land use restrictions that conform to those required by FEMA; or
- Appendix E, Form T-2 is a sample Conservation Easement, with restrictions, to use if the land is not being acquired, or if the acquired land will be owned by another entity approved by the FDEM (see Section 5-C.2.4)

5-B.6.2 Schedule the Closing

When scheduling the closing of properties, an Applicant will:

- Notify the title company to complete the title work; and
- Notify the owner that the closing can be scheduled. If the owner is not yet ready to move, Applicants can offer to delay closing, but don't put it off too long.
- Communicate with FDEM

5-B.6.3 Moving from Agreement to Closing

Once all necessary elements are in place, the appropriate community official executes the Voluntary Transaction Agreement. Now the closing can be scheduled. Advise the owner (or tenant) that the home must be vacated at least 24 hours prior to closing. Applicants have to inspect the property to determine that it is vacant. Appendix E, Form W is a sample Certificate of Inspection and Possession and should be part of the property case file.

5-B.6.4 Closing and Settlement

The closing will be conducted by the title company, using the standard HUD- I Closing Statement form even if HUD funding is not involved. The following documents must be executed:

- The owner executes the Warranty Deed which conveys fee simple title to the community;
- The seller executes the Duplication of Benefits Certification (Appendix E, Form V) to confirm the accuracy of the DOB deductions; and
- The seller executes a Certificate of Removal of Personal Property and Debris (Appendix E, Form V). Because the property will be demolished, Applicants want to make absolutely certain that the seller has no further claim on any portion of the real or personal property.

If the community is taking title to the property, then an official who has the authority to make commitments on behalf of the community must sign the Warranty Deed to formally accept the land use restrictions. If a third party has been approved by the FDEM and FEMA to take title, then that party must provide evidence that the person or officer who will sign the Warranty Deed has the authority to make commitments and is a qualified entity per FEMA regulation.

The title company will disburse the proceeds of the sale as follows:

- First, all mortgages, liens, judgments, taxes, assessments and other encumbrances will be paid from the seller's proceeds, and
- Second, the balance of the proceeds will be paid to the seller.

The title company will prepare and provide a complete title package, including:

- Final title insurance policy that insures the community as having free and clear title to the property;
- Recorded Warranty Deed;
- The signed closing statement; and
- Copies of disbursement checks.

5-B.6.5 Payment of URA

If the community adopted a URA policy, and if the seller is eligible for URA, it is not disbursed at the closing on the buyout property. It is to be disbursed at the owner's closing on a new home. While that closing may occur at the same time as the closing on the buyout property, often it does not, in which case the seller will have to let the Applicant know when his closing on the new property takes place.

Part C: Clearing Acquired Properties

5-C.1 Be a "Good Neighbor"

Once Applicants start demolishing or moving buildings, maintaining the vacated lots becomes a significant responsibility. Fulfilling this responsibility may be more important if it contains a large project that will take a long time to complete. Keep in mind that people in the neighborhood will be sensitive to many things, and they will need someone to call if something goes wrong: when the grass is overgrown, when trash is dumped, or when kids build a dirt bike ramp.

5-C.2 Uses of Acquired Land

Land acquired using FEMA's mitigation funds is subject to some restrictions that are set forth in both statute and regulation²⁷. The primary objective of floodplain buyout projects is to permanently reduce flood damage by returning floodplain land to a more natural condition to fulfill its natural and beneficial functions.

5-C.2.1 Allowable Uses of Vacated Land

The laws and regulations for FEMA's HMGP, FMA and PDM programs have specific language about acquired land. For HMGP, 44 CFR, Sec. 404(b)(2)(B)(i)²⁸ states: "any property acquired, accepted, or from which a structure will be removed pursuant to the project will be dedicated and maintained in perpetuity for use that is compatible with open space, recreational, or wetlands management practices."

Although ownership may be transferred to a land trust or another agency (see Section 5-C.2.4), Congress clearly anticipated that vacated land would, in large measure, be allowed to serve its natural and beneficial floodplain

²⁷ 44 CFR 80.19 Land Use and Oversight

²⁸ http://www.fema.gov/media-library-data/1383153669955-21f970b19e8eaa67087b7da9f4af706e/stafford_act_booklet_042213_508e.pdf

functions. The most important floodplain function is to store and convey floodwaters downstream. This function is restored when the homes are removed and the land is graded and stabilized.

FEMA's list of allowable uses with prior approval includes, but is not limited to:

- Passive recreation, including greenways, hiker/biker trails, nature observation areas, hunting and fishing;
- Public water access and boat ramps;
- Limited other recreational uses, such as playgrounds, exercise areas, and others (but keep in mind that future disaster assistance will not be available)
- Structures that are open on all sides and functionally related to open space uses, such as picnic shelters, kiosks, and refreshment stands;
- Limited camp facilities, provided the area is not subject to flash floods and a mechanism is in place to issue warning and evacuation orders;
- Permeable parking areas, such as graveled or dirt lots;
- Wet flood-proofed restrooms to serve public use of the open space;
- Wetland mitigation, creation or restoration;
- Wildlife refuge or bird sanctuary;
- Reforestation;
- Livestock grazing;
- Limited agricultural use;
- Community gardens; or
- Storm water management.

5-C.2.2 Uses Not Allowed on Vacated Lands

Sometimes flood-prone homes are acquired and removed from land that will be used in a phase of another project, such as a structural hazard control project (storm water pond, levee or floodwall). FEMA is very clear that the use of the land must be specified in the application. If the application indicates that it will be preserved for open space, FEMA may not approve a change in use, for example to allow for storm water detention. Changes must be negotiated as early as possible. Because projects should be planned prior to application, FEMA is understandably cautious about modifying something as important as re-use of acquired land.

Even though the list of allowable uses in Section 5-C.2.1 is comprehensive, questions may come up about other uses. Call the FDEM if clarification is needed. The following is a list of uses that have not been approved:

- Re-sell to private owner to build new home, even if compliant with the NFIP;
- Build any structure that is not explicitly allowed, or that is not approved by FEMA before construction is started;
- Flow-impeding fences (stockade, chain link);
- Paved areas that reduce flood storage and infiltration;
- Commercial storage of vehicles or materials; and
- Cemeteries, even if owned by the community.

5-C.2.3 Deed Restrictions and Monitoring

In both the grant application and the Subrecipient Agreement communities commit to certain deed restrictions to be imposed on any property acquired with federal funds. Unless otherwise specifically approved, the following must be included in the deed:

- The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- No new structure will be erected on the property other than a facility that is open on all sides and functionally related to the open space use or a restroom for public use;
- After the date of acquisition, no application for disaster assistance for any purpose will be submitted to any Federal entity, and no disaster assistance will be provided for damage on the property; and

FEMA-funded acquisition projects represent a significant taxpayer investment. FEMA and the FDEM have the right to monitor and enforce deed restrictions that are agreed upon as part of the project. The Recipient must inspect acquired properties and their use and provide a status report to FDEM every three years following acquisition. If non-compliance is discovered, the FDEM will notify the community and require compliance within 60-days of notification. If necessary, FEMA reserves the right to require the community to comply or to convey title or easement to a qualified third party.

5-C.2.4 Land Ownership

Some communities are reluctant to take title to buy-out properties. FEMA has identified options for ownership when HMGP, FMA or PDM funds are used to remove buildings:

- Full title is acquired by fee simple purchase or donation, and title is retained by the community.
- Full title is acquired by fee simple purchase or donation, and title is retained by another public entity. “Public entity” is defined to include a land trust, conservation organization, or a State agency. Some communities buy the land (take title to it) and then transfer to another public entity. It is easier to include the other entity in the initial transaction to avoid having to conduct another property transfer. If that is not possible, then be sure to get clearance from the FDEM (which may need FEMA approval) before making the transfer, and remember that the restrictions on use of the land must be detailed and conveyed in the deed.
- All development rights are acquired by the community or land trust, but the land remains in private ownership. The owner retains only the right to make use of the property for farming or “quiet enjoyment.” The restrictions on use of the land must be detailed in a restrictive conservation easement recorded on the deed.

5-C.3 Demolition Issues

To satisfy the National Emissions Standards for Hazardous Air Pollutants, the demolition contractor must notify the Florida Department of Environmental Protection at least 10 days, but no earlier than 45 days, before demolition starts. It is also important to notify the local jurisdiction and meet local requirements simultaneously.

5-C.3.1 Demolish Within 90 Days ... What if Not Feasible?

By signing the Subrecipient Agreement for a buyout project, communities agree that acquired buildings will be demolished within 90 days of closing (unless other options such as relocation or resell are proposed). There are a number of good reasons to demolish (or move) buildings soon after they are vacated:

- Remaining neighbors get nervous about vacant, boarded-up buildings;
- In some areas, they can become attractive nuisances to children, drug users, or the homeless;
- If left vacant for long, rats and other vermin may become a problem; and
- They are still subject to flood risk. This is especially problematic if the buildings will be relocated.

Look carefully at the overall project schedule and determine when the demolition contractor will be on-site. Be sure to realistically estimate the time to procure, otherwise there could be a number of vacant buildings before initiating the demolition project. If Acquisition/Relocation is the selected mitigation method, then the same caution applies.

If the project includes several homes, the Applicants will more than likely have described the demolition work as a group of buildings to be handled at the same time, rather than individual homes spread over a longer period.

Typically, Applicants will get the best cost for demolition if the contractor can mobilize and complete them all at the same time. One way to do this is to schedule the closings in groups of homes being vacated about the same time so that demolition can move smoothly by group.

One important factor is to make sure the homes are secure and taken care of regularly. Develop a way to consistently check on vacant buildings. If illegal use is a potential problem, have the police drive by occasionally and ask remaining neighbors to keep watch and report concerns. Be prepared to agree to investigate problems promptly and obtain police reports for any damage or stolen property on site for documentation.

5-C.3.2 Turning Off, Removing/Capping Utilities

One goal of acquisition is open space. An important part of achieving that goal is proper handling of underground utilities, which must be performed by State-licensed contractors. Each utility company, whether public or private, is likely to have its own preferred approach to permanent removal or capping. Fees to cover the termination, if any, should have been included in the project budget.

Typical approaches for handling underground utilities include:

- **Capping utility service.** Physical capping of water service and sewer lines is typically done as part of the demolition. If so, make sure the demolition contract specifically includes this work element.
- **Electrical service.** Turning off the electricity is handled as part of the closing. Coordination with the local utility and physical removal of the service lines to the property is handled by the contractor as part of demolition.
- **Natural gas.** Turning off natural gas service is handled as part of the closing. Coordination with the local utility and physical removal of the service lines to the property is handled by the contractor as part of demolition.
- **On-site private water wells.** Check with the local Health Department and the water management district for proper procedures that are designed to protect groundwater supplies from contamination. [Florida Administrative Code Chapter 40A-3]
- **On-site septic tanks.** Septic tanks must be properly closed and filled to prevent settlement of the overlying soil, or they may be removed and the excavation filled. [Florida Administrative Code Chapter 64E-6]
- **Underground oil tanks.** Oil tanks usually are removed, along with a small quantity of soil around the fill pipe if there is any contamination.
- **Above-ground oil tanks.** Soil in the area that may have been contaminated during tank filling will be removed, and the tank must be removed and property disposed.
- **Above-ground propane tanks.** Removal should not be complicated, without much concern for contamination. Be sure to coordinate with utility service providers and use care and concern when removing.

- **Settling utility bills.** As with any property transfer, the seller pays the bills up to date of closing. There is no reason for the community to continue utility service after that date, otherwise inappropriate use by vagrants or children may result.

5-C.3.3 Demolition vs. Other Methods to Remove Structures

It is important to decide well in advance how buildings will be removed from acquired lots. More than likely the grant application included an estimate based on the assumption that the work would be done by a demolition or house moving contractor. There are options:

- **Demolition by contractor.** Make sure the scope of work specifies everything needed to return the land to open space: debris removal; removal of outbuildings and fences, sidewalks and driveways; capping utilities; collapsing septic systems; removal of underground or above-ground fuel tanks; removal of identified asbestos materials. Basements and pools have to be filled in (see Section 5-C.5.2).
- **Transfer to another entity, to move elsewhere at its cost.** If the homes are in good condition and if low-income housing is tight in the area, this may be an attractive option. Check with the housing agency or local non-profit organizations that support housing issues. As far as FEMA is concerned, the primary stipulation is that the receiving site must not be in a mapped flood hazard area.
- **Detach the building from the foundation and sell or auction it.** The buyer can be required, as a condition of sale, to be responsible for the cost of relocating the building. Applicants may find that the cost of moving the home more or less cancels out the value of the building. In some communities, the final sales price has been \$1. Remember that income from the project has to be accounted for in accordance with the cost-sharing ratio for the project (see Chapter 3, Section A.11.1) and returned as salvage income.
- **Allow the local fire department to use it for burn practice.** This option takes careful planning, which the fire-department will handle if they decide that one or more of the homes can be used this way. This option does not get the entire job done because arrangements must be made to clear debris, remove the foundation and other items from the lot, and stabilize it.
- **Use in-house forces.** If the community has the right kind of staff capability and equipment, demolition could be handled as an in-kind contribution. Remember to keep track of staff and equipment costs as part of the local share.

5-C.3.4 Covering Demolition with Section 406 Assistance

When the President declares a major disaster, different forms of assistance become available. Public Assistance (Section 406) helps communities deal with debris removal, emergency works, and repair of damaged public buildings and utilities.

When privately-owned buildings are destroyed or have been determined to be substantially damaged they may be deemed health and safety hazards and the remains are then considered to be debris. A community may be able to write a Project Worksheet to cover the work required to demolish and remove the debris through Private Property Debris Removal (PPDR) procedures. This approach may not save Applicants money in the long run because Section 406 also requires a non-federal match (usually 75-25), but it is one way to stretch FEMA's mitigation grant funds.

The Section 406 Project Worksheet covers only the demolition and debris removal. Allowable Public Assistance work does not include the costs to deal with utilities, removal of slabs, sidewalks, and driveways, filling in basements, final grading and stabilization of the lots. This means Applicants will still have to complete the job, either through in-house services or by contractor.

To make effective use of Section 406, the following things have to fall into place:

- The flood has to be a declared disaster;
- The buildings have to be substantially damaged;
- A determination of health and safety hazards must be made;
- The State must request PPDR from FEMA;
- The mitigation project has to be defined quickly; and
- Owners have to agree.

5-C.3.5 Develop a Salvage Policy

Communities and property owners often disagree on what affects the Fair Market Value of a property. This may become an issue when owners want to remove items from their homes. The principle at work is that the owner should not both keep something (salvaged items or materials) and be paid for it.

Most communities allow owners to remove some items, but removal of fixed items or building elements may actually reduce the value of the building. Per applicable regulation, FEMA requires deduction of the value of salvaged materials from the purchase price since items attached to the structure are considered part of the structure. Alternatively, if the owner wants to remove significant items, the market value appraisal can be adjusted or revised (at the owner's cost) after salvage, so that it reflects the reduced value. Items that often are removed include ceiling fans, light fixtures, lightly used carpeting, and appliances. In more extreme cases, people have been known to remove doors, windows, fireplace mantels, and moldings. This may be more of a problem when the project includes newer homes, although some older homes have valuable wood doors, windows, floors, and trim.

Owners sometimes want to remove trees and other landscaping, or readily moveable accessory structures. As with building elements, these things contribute to the market value of the property. If they were removed by the owner, then the offer price should be adjusted to reflect the reduced value. Owners who remove items but don't receive a reduced offer are gaining an unfair advantage. Proper deductions are necessary to avoid any DOB.

5-C.3.6 Salvage by the Demolition Contractor

Applicants also need to decide how to handle salvage in the demolition contract. The best time to do this is when contract specifications are prepared so that it is clear to bidders. Otherwise, one bidder may plan to salvage, and thus submit a lower bid than those who did not include salvage. There are two options:

- Allow the contractor to salvage, in which case the applicant should expect the bid cost to be lower; or
- Specify that the bid must assume total demolition and removal, since it will be difficult to assume salvage value without entering each building. After award, negotiate salvageable items and values, which will then be deducted from the bid cost.

5-C.4 Houses: Re-Use, Relocate, Recycle

When using federal funds to acquire flood-prone homes, it is necessary to certify that the land will be vacated and used for compatible purposes. But there are a few exceptions involving on-site re-use of buildings. Think carefully about how to handle the buildings because once a commitment is made to one approach in the project application, it will be difficult to change.

5-C.4.1 Keep Buildings for Re-Use On-Site

If Applicants plan to use the land to create a new open space park, or to add to an existing recreational facility, think very carefully about the buildings. If there is a possibility that it is reasonable to keep a building for re-use, but the limitations must be completely understood. And, most importantly, Applicants have to specify compatible re-use in applications. Ideally, the best time to do this is during development of the LMS.

If very carefully planned, Applicants may re-use a building for a purpose that is compatible with open space, recreational, or wetlands management practices. Examples might be natural resources exhibit space, day camp work rooms, and park rest rooms. Be aware that these examples will not be able to have an NFIP flood insurance policy for it, nor will future flood damage be eligible for federal disaster assistance. This means that communities need to understand that it will have to be prepared to pay 100% of the cost of repair of flood damage.

Re-use involves retrofitting according to NFIP rules to minimize future damage. In this case, “retrofit” means installing flood openings to allow inflow and outflow of water, elevation of utilities, and removal of floor and wall finishing materials and replacement with materials that are resistant to water damage. Basements must be filled in. And remember, it may be difficult to retrofit an older building for compliance with the Americans with Disabilities Act.

5-C.4.2 Relocate or Use for In-Fill Development

Flood-prone homes may be in good structural condition and capable of being relocated outside of the floodplain, especially if built over a basement or on a crawlspace. One alternative to communities performing the relocation is to sell the building. This has been done a number of ways. One way is to “sell” the building to a local housing cooperative or association in return for them removing it from the lot. Another is to auction the building or advertise and accept bids, with the condition that removal must be performed by the selected bidder or buyer. Keep in mind that income from the project must be shared with FEMA.

One option for a receiving site may be if the community owns houses or vacant lots in existing neighborhoods where landowners have failed to pay property taxes. If those locations are not in the floodplain, and if the travel path is not constrained, combining the buyout project with an initiative to improve housing may meet multiple community goals.

5-C.4.3 Recycling Materials

On average, the materials from four homes can be used to build one new home. This form of recycling is labor intensive. It is working in the below example community because a non-profit organization was formed to train workers and to facilitate the process.

Example:

A community in North Carolina is doing what is called “deconstruction.” The area has a shortage of housing, limited landfill space, and high construction costs. With over 400 homes in its buy out project, they needed an approach that didn’t drive citizens out of the community. Although damaged and unsuitable for relocation, many homes contained re-useable building materials. Easily removed architectural components such as doors, windows, hardwood flooring, and fireplace mantles are being salvaged along with other materials, including structural members, framing, sheathing, and bricks.

5-C.5 Site Stabilization & Inspection

5-C.5.1 Site Stabilization

The term “site stabilization” generally covers the work required to remove residual building elements and debris, and to prepare the land to minimize erosion and encourage vegetative cover. Typically, it includes smooth grading, seeding, and mulching. The intent is to allow the area to return to its natural floodplain function.

5-C.5.2 Basements (and Pools)

Site stabilization involves more work if the acquired buildings have below-grade areas (basements) or in-ground pools. These work elements must be included in the scope of work for the demolition contractor:

- Remove the basement walls or pool sides to least 1 foot below the ground surface;
- Make one or more openings of at least one-foot in diameter in the bottom to allow for drainage; and
- Backfill with several feet of sand and gravel, topped off with clean fill to be level with the surrounding ground.

5-C.6 Inspections

Applicants will conduct site inspections throughout the demolition and site stabilization phases. Each lot must be left in good condition to foster vegetative cover in order to minimize erosion. Be sure to take photographs of each parcel as it is cleared. As each parcel is completed, including smooth grading and stabilization, Applicants will complete the Certificate of Site Inspection (Form X) and also a Final Inspection Worksheet Template in Appendix C.

The final inspection of all lots should be conducted before submitting the request for final reimbursement. If necessary, take some additional photographs to show that vegetation is growing well. Applicants will also submit a Project Completion Certification (see Form Y-1 and Chapter 3, Section A.2) and the Subrecipient Checklist for Final Inspection and Close-Out (Form Y-2). When the FDEM receives this certification, the Applicant will be contacted to schedule the final closeout of the project.

Part D: Elevation Projects

5-D.1 Overview

Most of this handbook covers acquisition projects. Part D of Chapter 5 focuses on elevation projects.

5-D.1.1 Preliminary Benefit Cost Analysis (BCA)

Elevation projects can be very expensive. Before Applicants commit to an elevation project, and before moving forward with the grant application, Applicants should prepare a preliminary BCA. The FDEM and FEMA will fund only projects for which the long-term benefits out-weigh the construction costs. It is important to be aware of FEMA’s pre-calculated benefits for elevation which eliminate the need for BCA. Use FEMA BCA software, or contact the FDEM for assistance.

5-D.2 Property Owner Involvement

Property owners will be very involved, from project design through to final inspection. Some of the differences between an elevation project and a buyout include:

- The property owner holds the contract (or it may be a three-way contract, with the community as one of the parties). The property owner pays the contractor and then submits invoices for reimbursement.
- The property owner contributes all of the costs of the project that are not covered by federal and state grant funds.
- The property owner may have to vacate the home during construction, including removal and storage of fragile items, and all costs associated with living elsewhere may not be reimbursable.

Applicants need to understand all the details and decisions property owners will be faced with and help them understand each step:

- Property owners are to voluntarily participate to be part of the project. Form FF is set up to collect information and to make some commitments;
- While there are code requirements that may influence the foundation design, property owners have a stake in how the results look;
- A big commitment is the non-federal cost share and any unallowable costs, which must be covered by the property owner;
- The property owner will hold the contract with the elevation contractor, but is unlikely to have sufficient expertise to watch all the details, and;
- Reimbursement requests need to be prepared in a timely manner, although the property owner doesn't get paid until the FDEM provides funds to the community, which can take longer than many property owners realize.

5-D.2.1 Property Owner Applies

After Applicants decide to pursue an elevation project a meeting should be conducted with all property owners who are in the project area. Applicants should be very up-front with the length of time these projects take, both in terms of getting a grant approved as well as completing construction.

Property owners who are interested are to complete Form FF (an application to be part of the project) and Form G-6 (Property Description and Damage Report). Plan to meet one-on-one with them to explain the forms and complete the data on the homes.

This application is not binding and the property owner can withdraw at any time. However, the commitments and understandings outlined in the application are important to have on the record before Applicants move forward:

- All owners whose names appear on the title or deed must sign the agreement;
- Information about work that is eligible (can be paid by the grant) and work that is ineligible (cannot be paid by the grant);
- Commitment to pay all costs not eligible for reimbursement by the grant, including the non-federal share of allowable cost items and all costs that are deemed to be unallowable;
- Permission to enter the home for inspections and to perform the work; and
- Agreement to hold the Subrecipient, the State, and FEMA harmless from any legal or financial claim arising from the work.

5-D.2.2 Property Owner Requests for “Upgrades” and Special Treatment

An elevation project is intended to provide property protection. It is not intended to improve property other than by avoiding future flood damage. This means that the grant cannot be used to pay for improvements that are not

required for compliance with the flood provisions of the community's codes and ordinances. The grant cannot pay for upgrades desired by the property owner that are not required by the building code.

Examples of “upgrades” and special treatment that people may request include:

- Increased square footage (addition);
- New or larger porch or deck;
- Decorative railing design;
- Replacement of wood deck with brick porch;
- Enclosure of a previously open deck or porch;
- Partial enclosure of the space under a building that is on pilings or piers for parking or storage;
- New or replacement air conditioning; and
- A wheelchair ramp, even though the present owner doesn't need it.

While it will add some complications in defining the scope of work and keeping the costs separated, Applicants may decide to allow property owners who want upgrades to negotiate with the contractor to perform the additional work. Clearly, if allowed, the contractor must provide a detailed cost estimate to show the costs to provide the minimum work allowable under the grant and to separate out the costs to meet the owner's request. The property owner is then responsible for paying the difference. This paperwork must be carefully reviewed by a qualified professional to ensure that requirements are not being circumvented. The contractor's invoices can be handled by submission of a detailed work list with separate costs for each item or by submitting separate bills so that the community's paperwork shows only the work that is covered by the grant.

5-D.2.3 Owner's Expenses during Elevation or Relocation

When preparing the grant application, Applicants complete a Cost Worksheet. It has space to estimate reasonable temporary housing expenses that will be incurred while the owner is out of the house during the actual elevation or relocation. Costs for temporary storage of fragile items are also reimbursable. The period the property owner has to be out of the home often isn't more than a couple of weeks, but it needs to be specified in the contract documents. If temporary housing and storage were not included in the application as a project cost, then either the grant will run out of money sooner, the community will have to use other funds, or the property owners will have to pay the full cost.

Property owners must retain and submit receipts to document their housing and storage costs incurred only during the period they are required to be out of the house. Reasonable amounts will be reimbursed for allowable costs, but property owners will not be reimbursed for unallowable costs (see Chapter 3, Section A.7.3).

5-D.2.4 Elevation-in-Place: Appearance of Homes

Individuals who are accustomed to homes close to the ground may not prefer the look of the same buildings elevated several feet above the ground. While physical safety and economic considerations may be driving the project design, other factors are meaningful considerations for property owners. Some communities find it helpful to develop before and after sketches of a typical home, or get photographs from another project, so that owners have a clearer understanding of how their homes will look.

The primary objective of an elevation project is to raise the base building to minimize future flood damage. Property owners understandably are concerned about porches and decks that may have to be removed during the elevation if they are unsound. Property owners will question how the new foundations will look, especially if

siding has to be removed during the project. The grant will pay to replace in-kind, but not to “upgrade.” Be sure to include a detailed list of what the grant will and will not pay for in the written materials that explain the elevation project to owners.

5-D.3 Details to Define the Project

5-D.3.1 Foundation Types and Design

The type of foundation to be built under elevated homes is determined by a number of variables, including the type of existing foundation, local soil types, and the nature of the flood hazard. There are a number of site specific and engineering factors that may affect the decision (Form GG). An engineer or architect who is familiar with the area and flood-resistant designs can inspect homes to determine soundness and recommend appropriate foundation types. Some background on selecting foundations is summarized in *Engineering Principles and Practices of Retrofitting Flood-Prone Residential Structures* (FEMA P-259). Pictures and diagrams showing different techniques and how elevation is accomplished are included in *Above the Flood: Elevating Your Flood Prone Home* (FEMA P-347).

Below-grade areas (basements) must be filled in order for the project to comply with NFIP floodplain regulations (see Section 5-C.5.2). Make sure specifications for the new foundations address the basement. Keep in mind that in order to install a drainage hole or to remove the basement walls, heavy equipment will need to access under the building. This could complicate the process and increase the cost of lifting the building because additional headroom is required.

5-D.3.2 Code-Required Upgrade

Check with the local building department and floodplain administrator early in the process; elevating a building is likely to trigger several code requirements. More than likely, any aspects of a building that do not meet current code will have to be brought into compliance with current codes and standards. Applicants need to have these code requirements outlined in detail so that a good cost estimate can be obtained. However, it is important to note that FEMA’s mitigation grant funds will only pay for upgrade to the foundation and floor system, not for all code-required upgrades.

Check with the FDEM to find out whether specific upgrades can be considered allowable costs. If not, they may be covered by CDBG funds, provided the project and owner are determined to be eligible. Otherwise, these costs are covered by the owner. Examples of code-required upgrades include:

- Replace substandard wiring;
- Replace substandard plumbing;
- Retrofit wind resistant elements (hurricane clips, hurricane shutters, roofing, etc.);
- Augment beams and floor joists; and
- Similar elements.

5-D.3.3 Accessibility - What is Eligible?

The mitigation grant will cover the cost of typical access to an elevated home. The typical access is by open stairs, often leading to a deck, landing, or porch. If the building will be elevated on solid perimeter walls, there may also be an interior or enclosed stairway.

The cost of a ramp for access is eligible in the grant if the current owner requires it for access. Occasionally, an owner may argue that not having handicap access will adversely impact future sales. This argument is not

sufficient for the grant to pay for this upgrade, but Applicants can offer the property owner the opportunity to pay for upgrades during the construction.

5-D.4 Prepare the Elevation Project Budget

In order to prepare a reasonable project budget that will give an Applicant enough funding to implement an elevation project without significant shortfalls or overruns, several allowable cost elements need to be estimated. Before Applicants estimate costs for these elements, several decisions will need to be made including, but not limited to:

- How the project will be managed, in-house staff or hire a program manager?
- Can in-house building code inspection staff handle the additional workload during construction, or hire construction inspection services?
- What foundation types are expected to be used, or will the existing ground level be converted to a platform?
- What are reasonable estimates for specific cost items listed on Cost Worksheet?
- What temporary living expenses and storage costs will be reimbursed if the owner has to vacate during construction?

5-D.4.1 Specific Elevation Cost Elements

The Elevation Cost Worksheet is designed to help capture all allowable costs of a project so that the project budget will be sufficient to pay for the required work. Not all lines on the sheet will be completed for each proposed elevated building. For example, if a block foundation will be constructed under the raised house, then the line for “Drilling & Installation of Piers, Columns, or Piles” will be blank.

Decisions about the type of foundation have to be made before the Cost Worksheet can be completed with reasonable accuracy. Before construction, foundations will have to be designed for the specific site to address soils, anticipated flood conditions, and anticipated wind loads in accordance with the building code. The actual costs will depend on the final design for the site. However, for the purpose of the grant application, there are a number of ways to estimate the costs:

- The best way to get a complete cost estimate is to have the design prepared in advance, along with a detailed cost estimate. If the project is approved, the design costs can be counted towards the non-federal match. However, if for some reason it is not approved, those costs will not be reimbursed by the State or FEMA.
- Develop a description of the “average” house and ask one or more local contractors to provide a non-binding cost estimate. Without a specific foundation design, a contractor can only give estimates. The key elements to include in the description are building footprint area (dimensions), number of stories, type of existing foundation (and whether there is a basement), proposed foundation type, approximate final height above ground, and site clean-up and stabilization.
- Order a copy of Engineering Principles and Practices for Retrofitting Flood Prone Residential Buildings (FEMA P-259), and adjust nationwide average cost estimates. This approach is likely to yield the least reasonable estimates.

5-D.4.2 Non-Building Elements of Elevation Projects

Certain other costs are considered allowable project costs:

- The occupant has to vacate the home during elevation, which shouldn't take more than several days to a couple of weeks. Reasonable temporary living expenses and storage of items that must be removed can be included in the budget. The contractor should specify what items are to be removed.
- The land around elevated homes will continue to flood. If existing septic tanks or drain fields are impaired due to flooding, then floodproofing or replacement costs may be included in the project budget. Contact local contractors to get non-binding estimates of these costs.

5-D.4.3 Sample Cost Worksheet

The Joint Application includes a worksheet designed specifically to develop a cost estimate for elevation projects. Look it over carefully to make sure to include estimates of all parts of the project. If Applicants have questions about a cost item, first check Chapter 3, Section A.7 to see if it is an allowable cost, then call the FDEM if any questions remain. Chapter 3, Section A.12 covers estimating management and project implementation costs.

5-D.5 Prepare and Make Elevation Offers

5-D.5.1 Duplication of Benefits

The philosophy behind Duplication of Benefits, as explained in Chapter 4, Section B.6, applies to elevation projects: owners do not get paid twice for the same thing. What this means is the same DOB information has to be requested and a determination made. If the owner received an NFIP insurance claim payment or disaster assistance (EMR, IFG, SBA Loan), then the determination must account for amounts that are not documented as paid for repairs (unless those repairs will be done by the same contractor and tracked as non-allowable costs). Typically, this is done by considering those amounts as part of the owner's contribution toward the non-federal share of the project.

5-D.5.2 Determining the Owner's Financial Contribution

For most elevation projects, the cost share that is required to match federal funds is provided by the property owner. Elevation projects result in improved property that generally increases in value, which makes it reasonable for the owner to cover the non-federal share.

The owner's financial contribution may include:

- The non-federal share of allowable costs. The grant may provide up to 100% (SRL properties only) of the allowable costs of the project. Any required cost share must come from acceptable sources, which may be a combination of ICC (NFIP flood insurance payment if building was substantially damaged), CDBG funds, homeowner loans, homeowner cash, contributions from charitable organizations, and others.
- The cost of requested upgrades that are not allowable costs and cannot be used to match the federal funds.
- Temporary living costs that are not approved for reimbursement.

5-D.5.3 Prepare the Agreement with the Owner

The Agreement with the owner outlines the specific conditions of the project, including commitments the owner must make to fulfill conditions of the grant as well as the details of the negotiations. Applicants may not be able to complete the Agreement until bids are received and accepted (see Section 5-D.6.3). Form II is a sample agreement that covers these key points:

- Commitment to provide complete information necessary for the DOB determination;
- Commitment to perform the work in accordance with the approved scope of work;
- Commitment to obtain and keep flood insurance;
- Restriction on modification and use of the area below the elevated building;
- Commitment to provide funds from approved sources as the non-federal match, in an estimated amount that is based on the cost estimate and estimate of other project costs (including specific work items that are not allowable under the grant);
- Acknowledgement that funds may be recaptured under certain circumstances of non-performance;
- Agreement to be fully responsible and indemnify the community and State from all liability;
- Permission for designated persons to enter onto the property to conduct inspections; and
- Commitment to vacate the home (if required by the contractor) in a timely manner to facilitate the start of work and for the duration of the actual work.

5-D.6 Contracting for Services

For the majority of elevation projects the community does not typically hire the contractor because the work is being done on private property, and the individual property owners hire their own construction contractor. However, most communities are involved in this process, because they are responsible to the State and FEMA for proper administration and use of the grant funds.

5-D.6.1 The Community's Role

In most elevation projects, each property owner will have their own contract for the actual raising of the house and construction of the new foundation. However, it is in the community's best interest to be involved in the selection and contracting process. The community may be involved in a number of ways:

- Provide the property owner with a standard contract and specifications for the contractor (Form GG).
- Provide the property owner with a detailed foundation design and specifications.
- Develop a list of qualified contractors, perhaps through the local solicitation process. This will not only result in a list of contractors, it should improve the quality of the cost estimates provided to each property owner because it gives the community an oversight role.
- Review the cost estimate provided to the property owner by bidders for reasonableness and to identify items that may not be reimbursed under the grant and therefore should be listed separately.
- Review the contract between the owner and the contractor prior to signing.

5-D.6.2 The Details of the Scope of Work

Sometimes one contractor can handle both foundation design and the construction. Alternatively, Applicants may decide to separate the functions, in which case the design contractor could also perform construction inspection.

There are two parts to the work: The foundation design (if not done by the community), and the actual construction. Key points to be covered in the scope of work that the owner uses to obtain a bid need to address each part, as follows:

Foundation Design. New foundations are to meet appropriate building code and floodplain management requirements. The scope of work for the foundation design contractor must include:

- Inspection of the existing building to determine soundness with respect to the proposed elevation-in-place or conversion to an elevated platform (Form GG);

- Existing below-grade areas (basements) must be filled in;
- Foundations are to be designed based on site-specific conditions, including such factors as soils, wind loads required by the building code, and flood loads;
- Foundations are to provide for the lowest floor, including basement, to be elevated to the height specified in the community’s floodplain management ordinance or building code;
- Foundations that include enclosures below the elevated lowest floor are to meet the flood openings requirement and are to be unfinished or flood-damage resistant materials are to be specified;
- Enclosures below elevated buildings are to be designed for use only for parking, building access, or limited storage;
- Electric service to enclosures is to be at or above the minimum base flood elevation;
- Ground levels that are converted to elevated platforms are to be retrofit as an open foundation or treated as an enclosure (flood openings, flood resistant materials, limitations on use) – See Mitigation Reconstruction Section on page 35;
- Construction specifications are to be provided;
- Cost estimates are to be prepared based on reasonable costs for the area, with allowance for construction to take place at least 6 months from the date of the estimate, to allow time for the grant process and negotiations with the property owner; and
- If the design contractor is to conduct inspections, include details as to anticipate frequency of construction inspections, including collection of the Elevation Certificate from the construction contractor.

Construction. Some key responsibilities of the construction contractor include:

- Obtain the demolition permit to remove the existing foundation. The Florida Department of Environmental Protection’s “Notice of Asbestos Renovation or Demolition” is required and must be completed by the contractor.²⁹
- Obtain the building permit.
- Coordinate with the appropriate utility companies and the community to turn off and disconnect all utilities (electricity, gas, water, and sewer).
- Pay all fees associated with debris removal.
- Proper handling of septic tanks and water wells, in accordance with applicable regulations. [Florida Administrative Code Chapters 40A-3 and 64E-6]
- Advise the owner and community of any changes that may increase costs or reduce costs.
- Provide an estimate of the period of time the owner must be out of the home.
- Detail furnishings and personal goods that are recommended for removal during the actual elevation work.
- Provide an as-built Elevation Certificate to verify that the home was property elevated as specified in the contract.

5-D.6.3 Obtain Bids and Complete the Agreement

After obtaining and reviewing bids, Applicants and the owner will select the best contractor for the job. While price is a significant factor, make sure the selected contractor is fully qualified. A copy of all subcontractor agreements must be sent to FDEM and have completed suspension and debarment forms.

²⁹ Chapter 403, Florida Statutes

Remember, unless Applicants have obtained other funds, such as CDBG for eligible property owners, the property owner is responsible for the non-federal share of allowable costs, as well as all unallowable cost. Unallowable costs may include certain upgrades that may be requested. Section 5-D.5.2 outlines determining the owner's contribution.

5-D.7 Constructing the Elevation Project

5-D.7.1 Inspections

A local building permit is required to elevate a building, whether on a new foundation, an extension of the existing foundation, or by converting the ground level to an elevated platform (See Mitigation Reconstruction). The local building official should schedule and conduct regular inspections, and evidence of inspections is required as part of the backup information in the project file.

Communities that are considering elevation projects involving many homes may want to consider whether current inspection staff can handle their existing workload in addition to the demands of the project. Some communities combine the construction inspection functions as part of the foundation design contract, or procure it as a separate service. Both options make the costs allowable under the grant. Form HH outlines specifications for hiring construction inspection services.

5-D.7.2 Elevation Certification

The objective of an elevation project is to raise houses to the minimum elevation required in the local floodplain management ordinance. Evidence that this objective was met must be submitted in the form of an elevation certificate completed by a licensed and qualified professional. It is also required for sign-off of the local building permit. As specified in the contract, the contractor is to provide a completed and sealed Elevation Certificate. The best time to shoot the elevations is as soon as the floor elevation is set. This way, errors may be corrected quickly and without extraordinary expense.

5-D.7.3 Site Stabilization

The ground around buildings that are elevated-in-place will be disturbed by the equipment needed to do the work, and in some cases, trees and plantings may have been relocated during construction. The purposes of site stabilization are to minimize erosion and to return the area to a useable condition, similar to what it was like before the project. The work can include removal of excess earth, smooth grading of disturbed areas, and placement of topsoil, seeding and mulching.

Check with the FDEM to determine the eligibility of the costs to replace or restore landscaping that was disturbed for construction during elevation. A case-by-case review will be made when Applicants submit the application.

5-D.8 Requesting Funds and Closeout

All grants are funded on a cost-reimbursement basis. The contractor invoices the property owner and the owner pays the contractor. The property owner then submits a reimbursement request to the Applicant, which either has already inspected the work or must do so before payment. When the work is deemed acceptable, the Applicant requests payment from the FDEM and then reimburses the property owner. The whole process may take 4+ weeks or longer depending on specific circumstances. Check with the FDEM to make sure the most efficient way to request release of funds is understood.

5-D.8.1 Requesting Funds from the FDEM

Applicants will process requests for reimbursement by the FDEM in accordance with the provisions of the Subrecipient Agreement. Applicants must get copies of receipts, invoices, and payments from the owner. As with all grants, Applicants must:

- Provide receipts; and
- Certify satisfactory completion of the work.

5-D.8.2 Disbursing Funds to Owner/Contractor

As the Subrecipient, the Applicant is responsible for the financial management of the grant. There are at least two approaches to handling payments:

- **Property Owner fronts payment.** This is the most common approach. When work has been completed (whether in whole or in part), the property owner will pay the contractor and submit the paid invoice and receipts to the community. The invoice, Elevation Certificate, and inspection reports indicating the work is acceptable are submitted to the FDEM for reimbursement. When the Applicant receives funds, reimbursement can then be made to the property owner.
- **Contractor accepts delayed payment.** When the work is completed (in whole or in part) and inspected, the contractor submits a joint invoice to the property owner and community. The invoice and elevation certificate are submitted to the FDEM for reimbursement, and when the funds are available to the Applicant, the Applicant writes a check to be co-signed by the property owner and the contractor.

5-D.8.3 Closeout the Elevation Project

There are two primary parts to close out of an elevation project:

- **Each property.** One part takes place as each individual home is completed. The contractor must leave the work site clean and stabilized, provide an as-built elevation certificate, signoff on completion, and submit a detailed invoice (especially if the property owner requested work items that are not covered by the grant). The inspector must signoff that the work at each house is completed.
- **Whole project.** The final closeout occurs when all homes covered by the grant are completed. This closeout follows the process described for acquisition projects (Chapter 6). The FDEM will conduct a final inspection and work with the community to close out the financial elements of the project, including dealing with overruns or underruns.



Chapter 6 Close-Out

6

6.1 Close-Out and File Inspection Overview

There are several basic things that the FDEM and FEMA do to close out a project:

- They come to agreement that the project is ready to be closed out;
- Conciliation or adjustment of project costs is prepared;
- The site is visited and a final inspection report prepared;
- The final progress report is submitted; and
- The project is closed out in the programmatic and financial systems.

6.2 Project Closeout

Upon project completion, after the last house is acquired or elevated, Applicants will notify the FDEM by submitting a final letter to certify completion, request a final inspection and a final request for reimbursement. The Subrecipient Checklist for Final Inspection/Close-Out (Appendix E, Form Y-2) and the FDEM's Project Closeout Checklist (Appendix E, Form Z) outline all the paperwork Applicants need to have prepared and available for the final inspection.

During the final field inspection (see Chapter 5, Section C.6):

- For acquisition projects, the FDEM will check all acquired lots to make sure all improvements are removed and the lots are stabilized.
- For elevation projects, the FDEM will review Elevation Certificates to verify the proper elevation, and visit sites to determine that work was completed.

During the final closeout office visit, the FDEM may check project files and individual Property Case Files for the following documentation:

- Copies of procurements and contracts;
- Copies of public notices and advertisements;
- Account balance sheets, reimbursement documentation and invoices, front/back copies of all checks, and closing statements and other source documentation;
- Voluntary Transaction Agreement appraisals Determinations of Compensation (including DOB);
- Property deeds, with restrictions;

- Maintenance agreements;
- Demolition permits and photographs of cleared sites;
- Project Completion Certificate (Appendix E, Form Y-1); and
- Sub-recipient Checklist for Final Inspection/Close-Out (Appendix E, Form Y-2).

The FDEM’s “Interim/Final Inspection Report” will be completed during the inspection visit. Applicants may get a list of corrections or inadequacies that must be addressed before closeout.

The second step in closeout is the final financial accounting. As part of the final reimbursement request, Applicants will summarize any overrun or underruns. Before the FDEM can approve the final payment, Applicants must respond to all inquiries and requests for follow-up information or action.

6.3 Cost Overruns

A cost overrun is an unanticipated increase in the cost of performing the approved project. Grants are awarded based on cost estimates, and actual costs may deviate from estimates. Throughout project implementation Applicants and the FDEM will monitor funds with respect to adequacy to cover the approved project, because grant funds are limited, there is a possibility that additional funds may not be available to cover overruns. This makes it all the more important that the project budget submitted as part of the grant application includes realistic estimates of all project costs.

Cost overruns are determined for the project as a whole, not for each component. Applicants may have estimated low on one component, but high on another.

Example:

The estimate to acquire one home may have been low, but the higher actual costs may be offset by savings elsewhere in the project budget.

6.4 Cost Underruns

A cost underrun is an unanticipated decrease in the cost of performing the approved project. Occasionally, the project cost estimates may have been high, resulting in “extra” grant funds. The FDEM has an interest in tracking cost underruns because unused funds may be reallocated to other projects.

Example:

This may happen if the costs to acquire were estimated without considering deductions for DOB or insurance claims that ended up lowering the cash required to close the sales. Another example would be if a contractor’s bid comes in lower than anticipated because the estimate was based on unit price and the contractor achieves savings, for example by scheduling demolitions in groups rather than one at a time.

6.5 Recapture of Funds

Communities that have had funds recaptured due to non-performance or other problems will be ineligible for future grant funding. FEMA may move to recapture funds if it determines that:

- The appropriate matching funds have not been provided;
- The project has not been completed as approved or within the timeframe allowed; or
- Funds have been used for purposes that were not allowed or approved.

6.6 Single Audit Act

Communities that receive over \$500,000 in total funding from Federal programs within a fiscal year, may be asked to provide a copy of the independent, outside audit performed under Florida's Single Audit Act.³⁰

Among the assurances that a community agrees to when it executes the Subrecipient Agreement is to maintain an audit trail. Applicants are required to retain all backup documentation, including invoices, canceled checks, records for each property included in the project, and engineering certificates, if applicable. All source documentation is not submitted with any progress report or the final report, but it is retained and must be accessible to the FDEM or FEMA in the event of an audit.

³⁰ Section 215.97, Florida Statutes



Appendix A
**Frequently Asked Questions
(FAQs) and Answers**

A

Answers to Questions...

► **Communities may have about the acquisition project:**

Is our community eligible to receive a mitigation grant for a floodplain buyout project?

There are two key criteria for communities to be eligible to receive funding. One is to be willing and able to make certain assurances about the project, including managing implementation, coordinating with property owners, and accounting for all funds. The other is that you must be participating in, and in good standing with, the National Flood Insurance Program. Check with your planning or permit office to find out. Certain non-governmental organizations may apply for mitigation funds – check with the FDEM to find out more.

What grant money is available to help?

There are three primary sources of federal financial support. One, called the Hazard Mitigation Grant Program (HMGP), is available only after major disasters that are declared by the President. The other two are the Flood Mitigation Assistance Program (FMA) and Pre-Disaster Mitigation (PDM), which provide a steady source of funding for projects that that are insured by the National Flood Insurance Program. There are other sources, such as CDBG, that often are used as the non-federal match.

What do we do to plan a project?

First, projects must be supported by the Local Mitigation Strategy developed by your county and the participating towns and cities. Second, there are many aspects of buyout projects that should be carefully considered before you get very far into preparing a grant application. The way you manage the project, how you use the land that is acquired, and several other elements, can affect the overall cost of the project.

How will a floodplain buyout help our community?

A buyout permanently removes people and property from harm's way; you'll have fewer people at risk, fewer evacuations to make, fewer people in temporary housing, and fewer cleanup headaches after the next flood.

How can the purchased land be used when the project is finished?

Purchased land is kept as open space to carry and store flood water. If a large enough area is bought out, it can be used for public recreation, open space, wetlands management, greenways, or natural habitat enhancement. Even small parcels can be used, for example as neighborhood playgrounds.

When do we apply, how long does it take to get the grant?

The State will notify you when funds become available, usually within 30 days of a disaster (HMGP), or each January (FMA or PDM). Although there are differences for each funding source, typically it takes 6-9 months to get an application prepared and approved by the State and FEMA. The best way to help things move quickly and smoothly is to prepare a complete application. The State has developed a Handbook for Floodplain Acquisition and Elevation Projects that covers the whole process. You can also call the State to talk to someone who is familiar with projects and who can answer your questions.

Who makes the decisions on the grant application?

The final approval, including obligation of funds, comes from FEMA. However, the State handles the detailed review of the application, and will work with you to complete missing information. The State looks at whether the project will be feasible, cost effective, and whether it has any adverse environmental impacts, including impacts on historic buildings. When the State has finished the review, it prepares a summary and recommendation for approval by FEMA.

What are the most important things to tell people right after a flood?

Without a doubt, if your community is considering a buyout or elevation project then the single most important thing to tell damaged homeowners is to *save all paperwork!* They need to save copies of all disaster assistance grants or loans they received. And most important, they need to save all receipts for repairs. If you're not sure whether you'll pursue a project, then don't make any promises. In any case, be realistic that applying for and getting mitigation grants takes time.

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Who do I call if I have other questions?

Contact your local Emergency Management Office or the Florida Division of Emergency Management at 850-413-9969.

Property owners may have about the acquisition project:

Right after the flood I was told to keep all of my paperwork, including receipts for materials and repairs. Why?

If your community has decided to apply for a grant for a Floodplain Buyout Project, then there are several rules that must be followed. One of those rules, a federal law, says that people can't get paid twice for the same thing (Duplication of Benefits). So, if you received a loan or grant to make repairs to your home but used the money for something else, then that has to be taken into consideration when determining what you will get if your home is purchased. The best rule of thumb is to keep copies of everything!

Why was my house selected for buyout?

Communities use different factors when they decide to buyout floodplain homes. You can check with your local project contact person (see below) to find out the details. Usually, factors that are considered include whether homes have been flooded more than once, how bad the damage was, how deep water is predicted to be inside homes, whether the acquired land may be used for recreational or other purposes, and other factors. Most floodplain buyout projects don't have enough money to buy all properties in the floodplain. So, keep in mind that if you decide not to sell, the money will be used for other homes.

How do I apply to be bought out?

After your community decides on the homes it would like to buy the owners will be contacted. You might be asked to come to a public meeting, or you may be able to meet one-on-one with someone to help answer your questions. There really isn't an "application" form, but you will be given several forms that must be completed, including a statement that you are participating voluntarily. If you are interested, fill them out and return them quickly. You will *never* be forced to sell, and you can decline at any time. But remember, you flooded before and more than likely you will flood again.

Does the buyout offer depend on how much I make?

No. The government programs that provide grant funds for the Floodplain Buyout Project require that you be offered Fair Market Value (see below for an explanation of how the purchase price will be determined). It doesn't matter how much you make. What matters is that the project be 'cost effective,' which means the cost of buying floodplain homes is less than anticipated future damage if the homes are not bought.

I'm not sure I want to sell. How will this help my family? How will it help my community?

If you've had to repair and clean up after one flood, then you know it is hard work and expensive. And even if you have flood insurance, it didn't cover all of your costs. Plus, money can't replace damaged personal property, especially things that have special meaning. Selling your home and moving out of the floodplain will help your family because you won't be exposed to flood risks. It will help your community because there will be fewer people to evacuate, fewer people to put in temporary shelters, fewer people who need emergency services. Plus, if the land is going to be used for open space, a greenway, or compatible recreational uses, then everyone benefits!

Who will pay the closing costs?

Check with your community's project manager, but more than likely most of the closing costs will be paid by the community out of the grant. There are some costs that, by law, you must pay, but they are fairly small compared to the overall cost of closing.

How will the purchase price be determined?

The Floodplain Buyout Project is intended to give property owners fair prices. To determine what is fair, a certified Real Estate Appraiser will be hired (at no cost to you) to prepare a Fair Market Value appraisal. The value will be based on the

Answers to Questions...

size and condition of the property and home. Most communities decide to value property “pre-flood,” which means the value that the property had the day before the last flood, assuming it didn’t flood.

What do I do if I disagree with the purchase price?

First, keep in mind that the rules for the Floodplain Buyout Project are very clear – you will be offered a fair purchase price based on a certified Real Estate appraisal. You will get a copy of the appraisal and you should look at it very carefully to make sure that it accurately shows you home and land. Obvious errors – such as the wrong number of rooms or wrong size lot – will be corrected. If you simply disagree with the appraised Fair Market Value, then you may pay to have another appraisal prepared.

Check with your community first, because the Real Estate Appraiser you hire must use the same guidelines. If there is a difference between the two appraisals, your community may adjust the purchase price.

How long will it take before my house is bought?

Unfortunately, most Floodplain Buyout Projects take longer than most of us would like. Every project will be different and several factors influence how long each project will take. The typical project takes 10 to 12 months to get approved by the State and the Federal Emergency Management Agency. And after that, it can take anywhere from 12 to 18 months to get land surveys done, appraisals prepared, paperwork completed, and buyout offers made. Check with your community contact to find out how you can keep track of the status of the project.

Why should I buy flood insurance if I’m going to sell?

If more than a year could pass before you actually get a buyout offer – much less accept it and move – then there is a reasonable chance that another flood could happen. Plus, if another flood causes damage then the claim payment will reduce the overall cost of the Floodplain Buyout Project. You will still get the same pre-flood purchase price, but less of your community’s money will be needed.

After FEMA approves the project, can the money be taken back?

No, once a project is approved the money is ‘obligated,’ which means it is committed to the project, it will not be taken back. The only ways that money could be taken back would be if homeowners decide not to sell, if the community decides to abandon the project, or if the project is not handled according to the rules.

Who do I call if I have other questions?

Contact your local Emergency Management Office or the Florida Division of Emergency Management at 850-413-9969.



Elected officials may have about the acquisition project:

How is a floodplain buyout good for my community?

A buyout permanently removes people and property from harm’s way - you’ll have fewer people at risk, fewer evacuations to make, fewer people in temporary housing, and fewer cleanup headaches after the next flood. Purchased land is kept as open space to carry and store flood water. If a large enough area is bought out, it can be used for public recreation, open space, wetlands management, greenways, or natural habitat enhancement.

How will a floodplain buyout affect our tax base?

Some properties will be taken off the tax rolls, but homes that flood often don’t increase in value as much as other homes, especially as more buyers become aware of the likelihood of future flooding. Plus, owners who sell will receive pre-flood fair market value, and under some circumstances they may get additional help to buy comparable homes. Most sellers try to stay in the same community.

What factors can be considered to prioritize homes to be bought out? The two most common factors are frequency and severity of flooding. Some home flood every few years, and even though they don’t

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suffer major damage each time, they are costly to everyone - the owners as well as local, state, and federal governments. Homes that have been severely damaged (the "50% rule") usually are high on the priority list.

There are other factors that can be considered as your community plans a project, including re-use of open space, likelihood of outside funding for the non-federal match, primary versus secondary homes, length of time it takes for floodwaters to recede, and others.

What commitments do I need to be prepared to support?

Floodplain buy-out projects need political support, financial support, and the support of citizens. Plus, someone on your staff will be the Point of Contact and will have quite a bit of contact with property owners. Depending on the size of your project and whether you decide to hire a specialist to help manage implementation, this person may be involved in the project for a year or more.

What should I say when our citizens ask if we'll buy them out?

Number One on this list is what you should not say. Do not commit to a buyout too early in the process. Several factors have to fall into place, including whether federal funds will be available, whether your community will have the required non-federal match, how your project is ranked by the Local Mitigation Strategy, and - importantly, whether the property owners are willing to sell.

The best thing to say early on is that your community is going to work on defining a project and, if funding is available and if there is enough interest from property owners, then you will apply for a grant. Even though people are anxious, they need to know that it may take 6 to 9 months or more to get solid answers. And lastly, it is always a good idea to encourage people to get flood insurance, even while waiting for a grant, because another flood can happen in the meantime.

What is DOB and what do I tell our citizens?

The most important thing to tell flood victims is to *keep receipts for all materials and repairs*. And because projects can take a long time to develop, urge that they keep receipts for at least three years.

DOB is "duplication of benefits" and it means that people don't get paid twice for the same thing. The purpose of a buyout is to make a fair purchase offer to the owner. So, if the owner gets a disaster grant for repairs, or a flood insurance payment, then any money not actually spent on repairs will be deducted from the pre-flood fair market value (buyout price). Think about it. If someone got disaster assistance to repair and then spent it on something else while leaving the home unrepaired, then the pre-flood fair market value of the home should be reduced by the amount of money that was supposed to have been used for repairs but wasn't. So, the most important thing is - keep receipts!

Right after a flood, what are the most important things for me to keep in mind?

In the aftermath of a big event it's easy to over-commit. Remember that many things have to fall into place before you can tell homeowners with certainty that a buyout project will become a reality. First, remind people that while you will pursue funding, both the State and FEMA have to approve projects. Next, a successful project depends on voluntary participation by owners and there may not be enough money to buy everyone who was damaged. Also keep in mind that a buyout project takes time and work, but the end result is very satisfying the next time the water rises and fewer people are impacted.

Who do I call if I have other questions?

Contact your local Emergency Management Office or the Florida Division of Emergency Management at 850-413-9969.

Tenants may have about the acquisition project:

Why is my landlord selling?

If you were renting the home when the last flood occurred, then you know that it is hard to recover. After recent floods which damaged several homes, our community decided to look at ways to reduce future flooding. We decided to apply for

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a grant to help buy certain properties. If the home you are renting is on the buyout list, then your landlord (property owner) may agree to the purchase. The home will only be purchased if your landlord voluntarily participates – no one will be forced to sell.

What types of assistance are available?

There are three types of assistance available for eligible tenants if their landlords decide to be part of the floodplain buyout project:

- Reasonable out-of-pocket moving expenses.
- Payment for reasonable increases in rent and utility costs.
- Relocation advisory services to help you find another home.

How do I find out if I'm eligible?

If the home you are renting is your primary residence, and if it is part of the floodplain buyout project, then you might be eligible for assistance if you:

- Lived in the home for at least 90 days before we began negotiations with the landlord.
- Rent or buy a decent, safe, and sanitary replacement home within one year after moving out of this rental home.

If I'm eligible, how much assistance will I get?

The amount you get will depend on your expenses, but it will not exceed \$7,200. For each type of assistance there is a different way to figure out how much you'll get:

- For moving expenses, you will either have to show receipts for actual costs paid to move (packing, transportation, etc.), or you can choose to move yourself be paid a fixed amount established for Florida.
- For increases in rent and utility costs, you will have to show use a copy of your current lease and receipts for utilities. Then, when you find a new rental home you will have to show us how much the new rent will be, and an estimate of your new utility bills. We will determine the difference, and you may be paid up to 42 times the difference.
- Relocation advisory services may be available to help you find a new rental home. You do not get paid anything for this assistance. Housing counselors can help find available rental units, arrange for transportation for you to see the units, and help you find other assistance if necessary.
- *Remember!* The total of moving expenses and rent increases cannot exceed more than \$7,200, and in some cases, the total will be less than that.

I rented after the flood. Will I still qualify for assistance?

If you are eligible as described above, then you may get assistance. The key is whether you have lived in the unit for at least 90 days before we began negotiations with the property owner. If you rented after we began talking about the buyout, then more than likely you will not qualify.

How much notice will I get before I have to move?

As soon as the property owner indicates a definite interest in the buyout we will send you a notice giving you at least 90-days to relocate. We will order an appraisal of the property, so someone will contact you if the appraiser needs to get inside the unit for that purpose. Remember to contact us at the number below to find out if you are eligible for relocation assistance, and don't wait until the last minute to move. We will send another notice at least 30-days before the date that you will have to move.

Who do I call if I have other questions?

Contact your local Emergency Management Office or the Florida Division of Emergency Management at 850-413-9969.

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▶ Homeowners may have about the acquisition project:

What is Duplication of Benefits?

The simplest way to explain it is that you will not be paid twice for the same thing. This is a federal law. To make sure that you get a fair buyout price, and to safeguard taxpayers money that is being used for the Floodplain Buyout Project, we have to check to make sure that the total assistance you receive (including the buyout price and all disaster assistance and insurance payments made for repairs) does not exceed the Fair Market Value of your property. You won't be paid more than your property is worth. Please keep in mind that we will value your property as pre-flood – we will assume that it was not damaged.

What if I have spent the disaster assistance and/or flood insurance payments?

- Some disaster assistance is specifically to help you perform repairs. If you spent the money on repairs and if you kept receipts, then we will not make a deduction because you reinvested the money into the home in line with the reason you got it in the first place. BUT, if you spent the repair money for something else (or if you didn't keep receipts to prove you did repairs), then we will have to deduct the amounts from your buyout price. Note that the amount deducted will be the amount to repair "in-kind." This means if you paid extra to replace something with a higher cost item, you may be credited only with an amount equal to what it would have cost to repair "in-kind."
- Insurance claim payments often come in two parts – one part is to pay for loss of your personal property (clothes, furniture, etc.), the other part is to pay for the damage to the home (walls, floors, major appliances, etc.). The part for personal property will not be deducted from your buyout price. If you spent the part for damage to the home on in-kind repairs and if you kept receipts, then we will not make a deduction because you reinvested the money into the home.

How will you decide how much will be subtracted because of "Duplication of Benefits?"

We will prepare a statement that shows you all the details, and we will meet with you to explain it to make sure you understand how it all adds up. These are the steps we will take:

- We need your permission to let FEMA and the State give us data about disaster assistance and flood insurance payments paid to you. Without this permission we cannot include your home in the project.
- We will talk with you to learn more about your property, the type of damage you had, and the disaster assistance and insurance payments you received. You will be asked to certify the information, so be sure to keep good records.
- We will get a certified appraiser to determine the pre-flood Fair Market Value of your property. You can review this appraisal, and if you don't agree with the value then you can pay to have another appraisal done, which we will consider when deciding the buyout price.
- We will ask you to provide us copies of all your receipts for repair work that you did using the money from disaster assistance and insurance payments. If you have receipts, we will not subtract those amounts from the Fair Market Value. If you used the money for something else, or if you do not have receipts, we will subtract that amount from the Fair Market Value.

How do I know if I got any Disaster Assistance payments?

First, keep all of your paperwork. Keep records of any assistance you get, and keep receipts for repairs and for your temporary rental housing. We know you have a lot to deal with right after a flood, but this is one of the most important things you can do to protect your investment, especially if we decide to do a Floodplain Buyout Project.

Disaster assistance comes in three forms, and you may gotten any of these:

- FEMA Disaster Housing Program. Some Disaster Housing Program grants are for home repairs, and some are to give you rental assistance while you're out of your home. Grants for home repairs will be considered when we look at the Duplication of Benefits.

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- Individual & Family Grants (IFG). These grants are made by the State to help cover housing needs and home repairs. Only the part of the grant that is specifically for repairs will be considered.
- Hazard Minimization Funds. In addition to the Housing grants and the IFG funds, these grants may be given to help implement measures to reduce future flood damage.

If I received a Small Business Administration (SBA) loan, how will I pay it off if my house is part of the Floodplain Buyout Project?

SBA loans must be paid off, but they are handled differently than disaster grants and insurance payments. There are different ways SBA loans are handled, in part depending on the type of loan:

- If you have not spent the money from an SBA loan to make repairs, then you must use it to pay off the loan.
- If you have used it, then the SBA loan will be treated just like any other lien against your home. It will be paid off from the proceeds of the sale of your home. At settlement, your mortgage loan will be paid and so will the SBA loan. You will get a check for what is left, but you will no longer have an SBA loan to pay.
- In some rare cases, especially if you have spent the money to repair the home (and have receipts) an SBA loan may be “rolled” over to your new home if the proceeds from the sale aren’t enough to pay it off. This could happen, for example, if what you owe on your mortgage plus the SBA loan add up to more than the Fair Market Value (buyout price) of your home. This is a very unusual situation.
- If you got an SBA disaster loan to purchase a new home, then SBA will take the flood-damaged home as additional collateral. Then, when we buy your damaged home, SBA will release it from the mortgage, even if the sales price doesn’t cover the entire balance.



Appendix B
**Applicant Guidance and
Regulation Cross Reference**

B

Appendix B

Applicant Guidance and Regulation Cross Reference

Includes Guidance and Policy Regulations from the following:

2 CFR & 44 CFR / FEMA Policy/Guidance 9500 Series/ Policy Digest (321)/
 PA Guide (322) / Applicant Handbook (323)
 (Section A Includes 2 CFR Part 200 references)

REFERENCE	COMMON TERM USED
	- # -
200.110	A-21,50,87,89,102,110,122,133 (Supersession OMB guidance)
<u>200.104(a)</u>	<u>A-21-Cost Principles for Education Institutions</u>
<u>200.104(h)</u>	<u>A-50 (Sections related audits performed under Subpart F)</u>
<u>200.104(b)</u>	<u>A-87- Cost Principles for State, Local & Tribal Governments</u>
<u>200.104(c)</u>	<u>A-89-Federal Domestic Assistance Program information</u>
<u>200.104(d)</u>	<u>A-102-Grant Awards & Cooperative Agreements -State/Lcl</u>
<u>200.104(e)</u>	<u>A-110-Uniform Administrative Requirements for Awards</u>
<u>200.104(f)</u>	<u>A-122-Cost Principles for Non-Profit Organizations</u>
<u>200.104(g)</u>	<u>A-133-Audits of States, Local Govts & Non-Profit Organ</u>
200.0-1	2 CFR/ Acronyms & Definitions
200.336(a-c)	2 CFR/ Access to records
200.2	2 CFR/ Acquisition cost
<u>200 Subpart A</u>	2 CFR/ <u>Acronyms & Definitions</u>
200.411(a-e)	2 CFR/ Adjustment of previous negotiated indirect (F&A) costs rates containing unallowable costs.
200.3	2 CFR/ Advance Payment
200.421(a-e)	2 CFR/ Advertising & public relations
200.422	2 CFR/ Advisory councils
200.321(b)(1)	2 CFR/ Affirmative Steps
200.106	2 CFR/ Agency implementation
200.423	2 CFR/ Alcoholic beverages
200.405(a-e)	2 CFR/ Allocable costs
200.424	2 CFR/Alumni activities
206.16	2 CFR/ Audit and Investigations
200.101(a-e)	2 CFR/ Applicability to receiving Federal Grants See Table in this section for details
200.406(a-b)	2 CFR/ Applicable credits
200.401(a-c)	2 CFR/ Application
200.6/508(a-d)	2 CFR/ Auditee responsibility
<u>200 Subpart F</u>	<u>2 CFR/ Audit Requirements</u>
200.103(a-c)	2 CFR/ Authorities
2 CFR Part 176	2 CFR/ Award Terms for Assistance Agreements IAW PL 111-5
2 CFR Part 175	2 CFR/ Award Term for Trafficking in Persons
200.426	2 CFR/ Bad debts

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REFERENCE	COMMON TERM USED
200.502(a-j)	2 CFR/ Basis for determining Fed award expended
200.427(a-c)	2 CFR/ Bonding costs
200.325(a-c)	2 CFR/ Bonding requirements (old 13.36(h))(See Procurement)
200.304(a-c)	2 CFR/ Bonds
200.8	2 CFR/ Budget
200.12(a-b)	2 CFR/ Capital assets
200.13	2 CFR/ Capital expenditures
200.10/ 11	2 CFR/ Catalog of Federal Domestic Assistance numbers
200.208	2 CFR/ Certifications & representations
200.14(a-b)	2 CFR/ Claim
200.412	2 CFR/ Classification of costs
200.521(a)	2 CFR/ Clearly state if the audit finding is sustained
200.16/ 343(a-g)	2 CFR/ Closeout (also see Post- closeout)
200.343(a)	Entity has 90 days after end of period of performance to Submit all required reports including SF-425..
200;343(d)	Entity must promptly refund any balances
200.17	2 CFR/ Cluster of Programs
200.18	2 CFR/ Cognizant agency for audit
200.19(a-c)	2 CFR/ Cognizant agency for indirect costs
200.345(a-b)	2 CFR/ Collection of amounts due
200.428	2 CFR/ Collection of improper payments
200.410	2 CFR/ Collection of unallowable costs
200.429	2 CFR/ Commencement & convocation costs
200.430(a-k)	2 CFR/ Compensation
200.430(h)(1)	2 CFR/ Compensation- Allowable activities
200.430(h)(4)	2 CFR/ Compensation- Extra service pay
200.431(a-k)	2 CFR/ Compensation- fringe benefits
200.431(f)	2 CFR/ Compensation- fringe benefits- Automobile
200.431(e)	2 CFR/ Compensation- fringe benefits- Insurance
200.431(b)	2 CFR/ Compensation- fringe benefits- Leave
200.431(g)	2 CFR/ Compensation- fringe benefits- Pension plan costs
200.431(i)	2 CFR/ Compensation- fringe benefits- Severance pay
200.430(a)	2 CFR/ Compensation- General
200.430(f)	2 CFR/ Compensation- Incentive compensation
200.430(h) ii	2 CFR/ Compensation- Incidental activities
200.430(h)	2 CFR/ Compensation- Institutions of higher education
200.430(g)	2 CFR/ Compensation- Nonprofit organizations
200.430(h)(6)	2 CFR/ Compensation- Part-time faculty
200.430(a-h)	2 CFR/ Compensation- Personal services
200.430(c)	2 CFR/ Compensation- Professional activities
200.430(b)	2 CFR/ Compensation- Reasonableness
200.430(h)(7)	2 CFR/ Compensation- Sabbatical leave costs

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REFERENCE	COMMON TERM USED
200.430(h)(2)	2 CFR/ Compensation- Salary basis
200.430(e)	2 CFR/ Compensation- Special considerations
200.430(d)	2 CFR/ Compensation- Unallowable costs
200.319(a-c)	2 CFR/ Competition/ (See Procurement) old: 13.36(c)
200.514(d)	2 CFR/ Compliance
200.21	2 CFR/ Compliance supplement
<u>200 Appx XI</u>	<u>2 CFR/ Compliance Supplement- Available/ OMB</u>
200.402	2 CFR/ Composition of costs
200.20	2 CFR/ Computing devices
200.432	2 CFR/ Conferences
200.112	2 CFR/ Conflict of interest
200.420	2 CFR/ Considerations for selected items of cost
200.328(c)	2 CFR/ Construction performance reports
200.433(a-c)	2 CFR/ Contingency provisions
200.22/200.92	2 CFR/ Contract
<u>200 Appx II (J)</u>	<u>2 CFR/ Contract- Byrd- Anti-Lobbying</u>
<u>200 Appx II (G)</u>	<u>2 CFR/ Contract- Clean Air Act</u>
200.323(a-d)	2 CFR/ Contract cost and price (See Procurement)
<u>200 Appx II (D)</u>	<u>2 CFR/ Contract- Davis-Bacon Act (Construction over \$2,000)</u>
<u>200 Appx II (I)</u>	<u>2 CFR/ Contract- Debarment & Suspension</u>
<u>200 Appx II (H)</u>	<u>2 CFR/ Contract- Energy efficiency standards</u>
<u>200 Appx II (C)</u>	<u>2 CFR/ Contract- Equal Employment Opportunity</u>
<u>200 Appx II (A)</u>	<u>2 CFR/ Contract- Exceeding \$150,000(simplified acquisition)</u>
<u>200 Appx II (K)</u>	<u>2 CFR/ Contract- Procurement of recovered materials/ 200.322</u>
200.317-326	2 CFR/ Contract / Procurement Standards(See Procurement)
200.326	2 CFR/ Contract Provisions IAW Appx II (A-K)
<u>200 Appx II (A-K)</u>	<u>2 CFR/ Contract- Provisions for Non-Federal Entity Contract</u>
<u>200 Appx II (B)</u>	<u>2 CFR/ Contract- Termination for cause & convenience\$10,000</u>
<u>200 Appx II (E)</u>	<u>2 CFR/ Contract- Work hours & Safety Standards Act</u>
200.321(a-b)	2 CFR/ Contracting with small, women & MBEs
200.23	2 CFR/ Contractor
200.434(a-f)	2 CFR/ Contributions & donations
200.24(a-c)	2 CFR/ Cooperative agreement
200.25(a-e)	2 CFR/ Cooperative audit resolution
200.26(a-c)	2 CFR/ Corrective action
200.506	2 CFR/ Costs (See Audit Services) 400.425
200.419(a-b)	2 CFR/ Cost accounting standards / disclosure statement
200.27	2 CFR/ Cost allocation plan
200.416(a-c)	2 CFR/ Cost allocation plans & indirect cost proposals
200.403(a-g)	2 CFR/ Costs Allowability Factors
200.323(c)	2 CFR/ Costs based on estimated costs for contracts
200.323(b)	2 CFR/ Costs based on no price competition

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REFERENCE	COMMON TERM USED
200.418(a-c)	2 CFR/ Costs incurred by states/local governments
200.28(a-d)	2 CFR/ Cost objective
200.444(a) (5)	2 CFR/ Costs of other general types of govt services
200.100(c)/444(a)(1-2)	2 CFR/ Cost of salaries and expenses
200.323(a)	2 CFR/ Cost or price analysis
200.323(d)	2 CFR/ Cost Plus a percent of cost
<u>200 Subpart E</u>	<u>2 CFR/ Cost Principles</u>
200.400(a-g)	2 CFR/ Cost Principles / Policy guide (Subpart E)
200.29/ 306(a-j)	2 CFR/ Cost sharing or matching
200.435(a-i)	2 CFR/ Criminal / civil proceedings / claims / appeals
200.519(a-d)	2 CFR/ Criteria for Federal program risk
200.520(a-e)	2 CFR/ Criteria for low risk auditee
200.30	2 CFR/ Cross-cutting audit finding
<u>200 Appx X</u>	<u>2 CFR/ Data Collection Form (SF-SAC)</u>
200.32	2 CFR/ Data Universal Numbering System (DUNS)
<u>200 Appx II (D)</u>	<u>2 CFR/ Davis-Bacon Act</u>
<u>200Appx II (I)</u>	<u>2 CFR/ Debarment & Suspension</u>
200.435(a-i)	2 CFR/ Defense & Prosecution- Definitions/Costs
200.436(a-e)	2 CFR/ Depreciation
<u>Appx III B 2</u>	<u>2 CFR/ Depreciation</u>
<u>Appx IV B 3b(1)&c(1)</u>	<u>2 CFR/ Depreciation</u>
200.413(a-f)	2 CFR/ Direct costs (See) Indirect (F&A) costs.
200.31	2 CFR/ Disallowed costs
200.517(a-b)	2 CFR/ Documentation (retain 3 years after date of issuance)
200.110(a-b)	2 CFR/ Effective/applicability date
200.105	2 CFR/ Effect on other issuances
200.342(a-b)	2 CFR/ Effects of suspension & termination
200.437(a-c)	2 CFR/ Employee health & welfare costs
200.438	2 CFR/ Entertainment costs
200.328(a)	2 CFR/ Entity responsible for oversight/monitoring
<u>200 Appx II (C)</u>	<u>2 CFR/ Equal Employment Opportunity</u>
200.33/ 313(a-e)	2 CFR/ Equipment
200.439(a-b)	2 CFR/ Equipment & other capital expenditures
200.102(a-d)	2 CFR/ Exceptions
200.440(a-b)	2 CFR/ Exchange rates
200.34(a-c)	2 CFR/ Expenditures
200.403(a-g)	2 CFR/ Factors affecting allowability of costs
206.207(c)2	2 CFR/ Federal
200.35	2 CFR/ Federal agency
200.521(b)	2 CFR/ Federal Agency responsibilities IAW 200.513
200.36	2 CFR/ Federal Audit Clearinghouse (FAC)
200.38(a-d)	2 CFR/ Federal award

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Applicant Guidance and Regulation Cross Reference

REFERENCE	COMMON TERM USED
200.39	2 CFR/ Federal award date
200.37	2 CFR/ Federal awarding agency
200.324(a-c)	2 CFR/ Federal awarding agency or Pass-through entity (See Procurement for additional information)
200.204	2 CFR/ Federal awarding agency review of merit of proposal
200,205(a-d)	2 CFR/ Federal Awarding agency review of risk
200.328(f)	2 CFR/ Federal awarding agency waive any part not needed
200.210(b1-4)	2 CFR/ Federal award - General Terms & Conditions
200.210(a1-15)	2 CFR/ Federal award - Information Contained
200.210(d)	2 CFR/ Federal award - Performance Goals
200.210(c)	2 CFR/ Federal award - Specific Terms & Conditions
200.40(a-c)	2 CFR/ Federal financial assistance
200.41(a-b)	2 CFR/ Federal interest
200.42(a-c)	2 CFR/ Federal Program
200.519(a-d)	2 CFR/ Federal Program risk criteria
200.43	2 CFR/ Federal share
200.312(a-c)	2 CFR/ Federally-owned & exempt property
200.44	2 CFR/ Final cost objective
200.302(a-b)	2 CFR/ Financial management
200.302(a)	2 CFR/ Financial management - Recipient (State)
200.302(b)	2 CFR/ Financial management - Subrecipient (Non-Fed entity)
200.327	2 CFR/ Financial reporting
200.510(a-b)	2 CFR/ Financial statements
200.516(a-c)	2 CFR/ Findings
200.516(b)(1-9)	2 CFR/ Findings - Audit finding detail & clarity
200.516(a)(5)	2 CFR/ Findings - Circumstances concerning report
200.511(c)	2 CFR/ Findings - Corrective Action Plan
200.511(a-c)	2 CFR/ Findings - Follow-up
200.516(a)(6)	2 CFR/ Findings - Known or likely Fraud
200.516(a)(2)	2 CFR/ Findings - Material Noncompliance
200.516(a)(3)	2 CFR/ Findings - Questioned cost >\$25,000 for type compliance
200.516(a)(4)	2 CFR/ Finding s- Questioned cost >\$25,000 for Fed program
200.516(c)	2 CFR/ Findings - Reference numbers
200.516(a)(1)	2 CFR/ Findings - Significant deficiencies & material weakness
200.441	2 CFR/ Fines, penalties, damages & other settlements
200.45/201(b)&(2)	2 CFR/ Fixed amount awards
200.332	2 CFR/ Fixed amount subawards
299.514(e)	2 CFR/ Follow-up
200.47(a-d)	2 CFR/ Foreign organizations
200.504(a-b)	2 CFR/ Frequency of audits
<u>200 Appendix I</u>	<u>2 CFR/ Full text of Funding opportunity</u>
200.442(a-d)	2 CFR/ Fund raising & investment management cost

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Applicant Guidance and Regulation Cross Reference

REFERENCE	COMMON TERM USED
200.443(a-d)	2 CFR/ Gains & losses on disposition of assets
200.444(a-b)	2 CFR/ General costs of government
200.318(a-k)	2 CFR/ General procurement standards (see Procurement)
<u>200 Subpart B</u>	<u>2 CFR/ General Provisions</u>
200.100(a)	Establishes requirements for this section
200.100(b)	Administrative requirements. Subparts B through D
200.100(c)	Cost Principles. Subpart E
200.100(d)	Single Audit Requirements/Follow-up. Subpart F
200.100(e)	For OMB guidance see M-10-11
200.48	2 CFR/ General purpose equipment
200.49	2 CFR/ Generally Accepted Accounting Principles (GAAP)
200.50	2 CFR/ Generally Accepted Government Auditing Standards
200.445(a-b)	2 CFR/ Goods or services for personal use
2 CFR Part 182	2 CFR/ Government wide Requirement for Drug-Free workplace
200.51(a-c)	2 CFR/ Grant agreement
200.52	2 CFR/ Hospital
<u>200 Appx IX</u>	<u>2 CFR/ Hospital Cost Principles</u>
200.446(a-c)	2 CFR/ Idle facilities & capacity
200.446(b)(1-2)	2 CFR/ Idle facilities (Unallowable Exceptions)
200.53(a-b)	2 CFR/ Improper payment
200.54	2 CFR/ Indian Tribe (federally recognized)
<u>200 Appx VII (A)1-5</u>	<u>2 CFR/ Indirect Cost</u>
200.57	2 CFR/ Indirect cost rate proposal
200.56/ 414(a-g)	2 CFR/ Indirect (Facility & Admin or F&A) costs
<u>200 Appx III (A-F)</u>	<u>2 CFR/ Indirect (F&A) Costs for (IHEs)</u>
<u>200 Appx IV (A-D)</u>	<u>2 CFR/ Indirect F&A) Costs for (PNPs)</u>
200.210(a-d)	2 CFR/ Information contained in a Federal award
200.58	2 CFR/ Information technology systems
200.108	2 CFR/ Inquiries
200.55	2 CFR/ Institutions of Higher Education ((IHEs)
200.447(a-f)	2 CFR/ Insurance and indemnification
200.310	2 CFR/ Insurance coverage
200.59/ 315(a-e)	2 CFR/ Intangible property
200.448(a-b)	2 CFR/ Intellectual property
200.417	2 CFR/ Interagency service
200.449(a-g)	2 CFR/ Interest
<u>Appx III B 3</u>	<u>2 CFR/ Interest on debt</u>
200.60	2 CFR/ Intermediate cost objective
200.514(c)	2 CFR/ Internal control
200.61(a-c)/ 303(a-e)	2 CFR/ Internal controls
200.62(a-d)	2 CFR/ Internal controls over compliance requirements
200.408	2 CFR/ Limitation on allowance of costs

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Applicant Guidance and Regulation Cross Reference

REFERENCE	COMMON TERM USED
200.63(a-d)	2 CFR/ Loan
200.450(a-c)	2 CFR/ Lobbying
200.64(a-m)	2 CFR/ Local government
200.451	2 CFR/ Losses on other awards or contracts
200.520(a-c)	2 CFR/ Low-risk auditee criteria
Appx III B 4	2 CFR/ Maintenance & Operation Expenses
200.452	2 CFR/ Maintenance & repair costs
200.65	2 CFR/ Major Program
200.518(a-h)	2 CFR/ Major program determination(ID High - Low Risk)
200.66	2 CFR/ Management Decision
200.521(a-e)	2 CFR/-Management Decision
200.113	2 CFR/ Mandatory disclosures
200.453(a-d)	2 CFR/ Materials & supplies costs, including computers
200.454(a-e)	2 CFR/ Memberships, subscriptions & prof activity costs
200.335	2 CFR/ Methods for collection/transmission/storage of records
200.320(a-f)	2 CFR/ Methods of procurement to be followed (Procurement)
200.67	2 CFR/ Micro-purchase
200.68	2 CFR/ Modified Total Direct Cost (MTDC)
200.328(a-f)	2 CFR/ Monitoring & reporting program performance
<u>200.338(a)-(f)</u>	<u>2 CFR/ Noncompliance remedies</u>
200.338(a-b)	Temporarily withholding cash payments/Disallowing costs
200.338(c)	Wholly or partially suspending or terminating the award
200.338(d-e)	Suspension-debarment actions/withholding future awards
200.338(f)	Any other remedies legally available
200.328(b)	2 CFR/ Non-construction performance/OMB approved reports
200.69	2 CFR/ Non-Federal entity
<u>200 Appx VIII</u>	<u>2 CFR/ Nonprofits Exempted from Subpart E-Cost Principles</u>
200.70(a-c)	2 CFR/ Nonprofit organization
<u>200 Appx I (A-H)</u>	<u>2 CFR/ Notice of funding opportunity</u>
200.203(a-c)	2 CFR/ Notices of funding opportunities
200.340(a-c)	2 CFR/ Notification of termination requirement
200.341	2 CFR/ Objections to hearings & appeals
200.71	2 CFR/ Obligations
200.72/ 107	2 CFR/ Office of Management & Budget (OMB)
2 CFR Part 180	2 CFR/ OMB Guidelines on Government-wide Debarment/Suspension
200.107	2 CFR/ OMB responsibilities
Appx III B 4	2 CFR/ Operation & Maintenance Expenses
200.341	2 CFR/ Opportunities to object, hearings & appeals
200.455	2 CFR/ Organization costs
200.73	2 CFR/ Oversight agency for audit
200.200((b)(i)	2 CFR/ Partial payments
200.75/ 456	2 CFR/ Participant support costs (see 200.75)

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REFERENCE	COMMON TERM USED
200.74	2 CFR/ Pass-through entity
200.331(a-h)	2 CFR/ Pass-through entity requirements
200.521(c)	2 CFR/ Pass-through entity requirements
200.324(a-c)	2 CFR/ Pass-through entity review
200.305(a-c)	2 CFR/ Payment
200.327-332	2 CFR/ Performance & Financial Monitoring & Reporting
200.76	2 CFR/ Performance goal
200.301	2 CFR/ Performance measurement
200.77/ 309	2 CFR/ Period of performance
200.78	2 CFR/ Personal property
200.79	2 CFR/ Personally Identifiable Information (PII)
200.457	2 CFR/ Plant & security costs
200.400(a-g)	2 CFR/ Policy guide
200.344(a-b)	2 CFR/ Post-closeout adjustment/ continuing responsibilities
<u>200 Subpart D</u>	<u>2 CFR/ Post Federal Award Requirements</u>
200.300	2 CFR/ Post Federal Award Requirements (Subpart D)
200.209/ 458	2 CFR/ Pre-award costs
200.200	2 CFR/ Pre-Federal Award Requirements (Subpart C)
<u>200 Subpart C</u>	<u>2 CFR/ Pre-Fed Award Requirements & Contents</u>
200.407(a-v)	2 CFR/ Prior written approval (prior approval)
<u>200.317-326</u>	<u>2 CFR/ PROCUREMENT STANDARDS (200.317-326)</u>
<u>200.325(a-c)</u>	<u>2 CFR/ Procurement/ Bonding requirements (old 13.36(h)</u>
200.325	For construction or facility improvement contracts
200.325	Exceeding the Simplified Threshold- entity options
200.325(b)	Performance bond on part of contractor
<u>200.317</u>	<u>2 CFR/ Procurements by states</u>
<u>200.319(a-c)</u>	<u>2 CFR/ Procurement- Competition</u>
200.319(a)(1)	Procurement- unreasonable requirements
200.319(a)(6)	Procurement- Competition/ avoid Brand names
200.319(b)	Procurement-avoid geographical preferences
200.319(c)	Procurement- written procedures
200.319(d)	Procurement-ensure open competition
<u>200.323(a-d)</u>	<u>2 CFR/ Procurement-Contract cost and price</u>
200.323(a)	Contract cost-negotiate profit
200.323(c)	Contract- cost plus percent of cost(avoid)
200.323(b)	Contract cost- Simplified Acquisition
200.323(d)	Contract cost- estimated cost
<u>200.321(a)(1-6)</u>	<u>2 CFR/ Procurement- Contracting with small & minority</u>
	Businesses, women enterprise firms/ old:13.36(e)
<u>200.326</u>	<u>2 CFR/ Procurement-Contract provisions- IAW Appx II (A-K)</u>

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REFERENCE	COMMON TERM USED
<u>200.324(a-c)</u> 200.324(a) 200.324(b)(2)	<u>2 CFR/ Procurement-Federal awarding agency/Pass-through</u> Entity must make available technical specifications Procurement is expected to exceed the Simplified Acquisition Threshold.& awarded w/o competition
<u>200.318(a-k)</u> 200.318(a) 200.318(b) 200.318(c) 200.318(d) 200.318(e) 200.318(f) 200.318(g) 200.318(h) 200.318(i) 200.318(j)(1) 200.318(k)	<u>2 CFR/ Procurement-General Standards/old:13.36(b)</u> Procurement-Entity must: use own procurement stnds Entity must maintain oversight Entity-maintain written standards Entity-Avoid unnecessary/duplicative items Entity-must promote cost effective services Entity must encourage use of surplus property Entity will encourage value engineering clauses Entity must award contracts to responsible bidders Entity must maintain records to support costs Entity should avoid Time & Materials contracts Entity is responsible for settlement of all contract issues
<u>200.320(a-f)</u> <u>200.320(a)</u> <u>200.320(b)</u>	<u>2 CFR(5) Procurement METHODS to be followed/old:13.36(d)</u> <u>(a) Procurement-Micro Purchase-(1)\$3000/\$2000/const.</u> <u>(b) Procurement-Small Purchase-(2) old:13.36(d)(1)</u> Procurement- Simplified Acquisition Threshold
<u>200.320 (c)(1)&(2)</u> 200.320 (c)(2)(ii)	<u>(c) Procurement-Sealed Bids-(3) old:13.36(d)(2)</u> (1) Complete specifications/at least 2 responsible bids (2) Publicly advertised & opened/ firm fixed price (3) Procurement-define items or services
<u>200.320(d)(1)-(5)</u>	<u>(d) Procurement-Competitive proposals-(4) old:13.36(d)(3)</u> (1) RFPs must be publicized (2) Proposals must be solicited from adequate # of qualified (3) Entity must have method to conduct tech evaluation (4) Contracts must be awarded to responsible firm (5) Qualifications may be based on professional services
200.320 (e)	Procurement-RESERVED
<u>200.320 (f)</u>	<u>(f) Procurement(5)-Non-Competitive proposals-(5)old:13.36(d)</u> (1) Procurement through solicitation from a single source (2) Public exigency or emergency (3) Awarding agency expressly authorizes (4) After solicitation of # of sources-competition inadequate
<u>200.322, Appx II (K)</u> <u>200.326</u> Part 200 Appendix II A- Contracts B-Contracts/Excess C- Equal Employment	<u>2 CFR/ Procurement of recovered materials/ EPA guidelines</u> <u>2 CFR/ Procurement Provisions of contract IAW Appx II</u> -Contract provisions for non- federal entity- Must contain: -Exceeding Simplified Acquisition Threshold (\$150,000) -All in excess of \$10,000 must address Termination for cause -Contracts must address Equal opportunities

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REFERENCE	COMMON TERM USED
D-Davis Bacon Act	-Contracts must have Labor standards/Prevailing wage rate
D-Copeland Act	-Ant-Kickback-No worker must give up any compensation
E-Contract work hours	-Safety Standards Act/Exceeding \$100,000/OT min 1.5
F-Inventions	-Rights to inventions made under contract
G-Clean Air Act	-Contracts in excess of \$150,000
H-Mandatory standards	-Relates to energy efficiency
I-Debarment/Suspension	-Excluded Parties listed on government wide list
J-Byrd/Anti-Lobbying	-Contracts \$100,000 or more
K-Procurement	-Materials recovered- see 200.322
200.459(a-c)	2 CFR/ Professional service costs
200.80/ 307(a-f)	2 CFR/ Program income
200.507(a-d)	2 CFR/ Program-specific audits
200.83	2 CFR/ Project cost
200.81	2 CFR/ Property
200.315(a-d)	2 CFR/ Property-Intangible
200.310-316	2 CFR/ Property Standards
200.316	2 CFR/ Property trust relationship
200.460	2 CFR/ Proposal costs
200.82	2 CFR/ Protected Personally Identifiable Info (PII)
200.211(a-b)	2 CFR/ Public access to Federal award information
200.337	2 CFR/ Public access to records-restrictions
<u>200 Appx VI (A-F)</u>	<u>2 CFR/ Public Assistance Cost Allocation Plans</u>
200.461(a-b)	2 CFR/ Publication & printing costs
200.46(a-d)	2 CFR/ Public entity
200.202(a-b)	2 CFR/ Public Notice of Federal financial assistance notice
200.100/ 200	2 CFR/ Purpose
200.84(a-c)	2 CFR/ Questioned cost
200.85/ 311(a-c)	2 CFR/ Real property
200.329	2 CFR/ Real property reporting
200.462(a-b)	2 CFR/ Rearrangement & reconversion costs
200.404(a-e)	2 CFR/ Reasonable costs
200.86	2 CFR/ Recipient (prior known as Grantee)
200.336(a-c)	2 CFR/ Records Access
200.335	2 CFR/ Records Collection, Transmission & Storage methods
200.337	2 CFR/ Records-Restrictions on public access
200.333(a-f)	2 CFR/ Records Retention
200.333-337	2 CFR/ Records Retention & Access
200.463(a-d)	2 CFR/ Recruiting costs
200.521(e)	2 CFR/ Reference numbers for each finding IAW 200.516
200.503(a-e)	2 CFR/ Relation to other award audit requirements
200.464(a-d)	2 CFR/ Relocation costs of employees
200.338(a-f) -342	2 CFR/ Remedies for noncompliance

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REFERENCE	COMMON TERM USED
200.465(a-c)	2 CFR/ Rental costs of real property & equipment
200.515(a-e)	2 CFR/ Reporting
200.329	2 CFR/ Reporting on real property
2 CFR Part 170	2 CFR/ Reporting Subaward & Executive Compensation
200.512(a-h)	2 CFR/ Report Submission
200.334	2 CFR/ Request for transfer of records
200.415(a-d)	2 CFR/ Required Certifications
200.501(a)	2 CFR/ Requirement- Audit required(\$750,000 or more)
200.501(g)	2 CFR/ Requirement- Compliance responsibility for contractor
200.501(d)	2 CFR/ Requirement- Exemption (award less than \$750,000)
200.501(e)	2 CFR/ Requirement- Federally Funded R & D Centers
<u>200.331(a-h)</u>	<u>2 CFR/ Requirement for pass-through entities</u> (a) Ensure every subaward is clearly identified (b) Evaluate risk of each subrecipient (c) Impose specific subaward conditions if appropriate (d) Monitor activities of subrecipient as necessary (e) Consider use of additional monitoring tools (f) Verify every subrecipient is audited (Subpart F) (g) Consider if results of subrecipient’s audits are ok (h) Consider if enforcement actions are needed
200.501(h)	2 CFR/ Requirement for-profit subrecipient
200.501(c)	2 CFR / Requirement- Program specific
200.501(b)	2 CFR/ Requirement- Single audit
200.501(f)	2 CFR/ Requirement -Subrecipients & contractors
200.202(a-b)	2 CFR/ Requirement to provide public notice of Fed Asst pgms
200.501(a-h)	2 CFR/ Requirements (Subpart F)
200.87	2 CFR/ Research & Development (R&D)
200.513(a-c)	2 CFR/ Responsibilities
200.337	2 CFR/ Restrictions on public access to records
200.333(a-e)	2 CFR/ Retention requirements for records (3 years)
200.109	2 CFR/ Review date
200.308(a-i)	2 CFR/ Revision of Budget & program plans
200.505	2 CFR/ Sanctions
200.466(a-b)	2 CFR/ Scholarships & student aid costs
200.514(a-f)	2 CFR/ Scope of audit
200.514(d)	2 CFR/ Scope- Compliance
200.514(f)	2 CFR/ Scope- Data Collection Form
200.514(b)	2 CFR/ Scope- Financial statements
200.514(e)	2 CFR/ Scope – Follow-up
200.514(a)	2 CFR/ Scope- General
200.514(c)	2 CFR/ Scope- Internal control
200.467	2 CFR/ Selling & marketing costs

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REFERENCE	COMMON TERM USED
200.425(a-c)	2 CFR/ Services (costs)
200.328(d)	2 CFR/ Significant developments or problems & delays
200.88/324(b)2-5	2 CFR/ Simplified acquisition threshold/ Appx II (\$150,000)
200.103(a)(c)/104(g)	2 CFR/ Single Audit Act- plus (Supersession of A-133)
200.328(e)	2 CFR/ Site visits as warranted by program needs
200.409(a-c)	2 CFR/ Special considerations
200.89	2 CFR/ Special purpose equipment
200.468(a-d)	2 CFR/ Specialized service Facilities
200.207(a-c)	2 CFR/ Specific conditions of risk
200.206(a-b)	2 CFR/ Standard application requirements
200.300-309	2 CFR/ Standards for Financial & Program Management
200.90	2 CFR/ State
<u>200 Appx VII (A-F)</u>	<u>2 CFR/ States/Local Governments/Indian Tribes-Indirect costs</u>
200.300(a-b)	2 CFR/ Statutory & national policy requirements
200.469	2 CFR/ Student activity costs
200.91	2 CFR/ Student Financial Aid (SFA)
200.92	2 CFR/ Subaward
200.93	2 CFR/ Subrecipient (non-Federal entity/pass-through)
200.330(a-c)	2 CFR/ Subrecipient & contractor determinations
200.104(a-h)	2 CFR/ Supersession of prior OMB Guidance
200.94/ 314(a-b)	2 CFR/ Supplies
200.470(a-c)	2 CFR/ Taxes (including Value Added Tax)
200.95/339(a-b)	2 CFR/ Termination
200.471(a-f)	2 CFR/ Termination costs
200.340(a-c)	2 CFR/ Termination notification
200.96(a-b)	2 CFR/ Third-party in-kind contributions
200.521(d)	2 CFR/ Time requirements
200.472	2 CFR/ Training & education costs
200.473	2 CFR/ Transportation costs
200.474(a-e)	2 CFR/ Travel costs
200.475	2 CFR/ Trustees
200.411	2 CFR/ Unallowable previous negotiated costs adjustments
<u>Part 200.100(a-e)</u>	<u>2 CFR/ Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards: Subparts A-F</u>
200.200(b)(ii)	2 CFR/ Unit price
2 CFR Part 25	2 CFR/ Universal Identifier & Central Contractor Registration
200.97	2 CFR/ Unliquidated obligations
200.98	2 CFR/ Unobligated balance
200.201(a-b)	2 CFR/ Use of grants, cooperative agreements & contracts
200.99	2 CFR/ Voluntary committed cost sharing

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REFERENCE	COMMON TERM USED
	-A-
FEMA 321p. 11	Audits
FEMA 322p. 141-142	Audits
FEMA 323p.32-33	Audits
206.62	Available Assistance
10.8(b)	Actions that Normally Require an EIS
FEMA 322p. 26-27	Active Use - Facilities
206.202(d)1(ii)	Additional Damage for Public Assistance
9521.4	Administering American Indian Funding – (Policy)
206.207	Administrative & Audit Requirements
FEMA 322p. 64	Administrative Allowances (Applicants-Table 4)
206.439(b)1	Administrative Allowances (Hazard Mitigation)
206.228(a)2	Administrative Allowances (Recipient)
FEMA 321p 3	Administrative Allowances (Recipient)
FEMA 322p.64-65	Administrative Allowances/ Management Cost (Recipient)
206.228(a)(2)	Administrative Allowances (Sub-recipient)
FEMA 321p.4	Administrative Allowances (Sub-recipient)
FEMA 323p.18	Administrative Costs
9525.9	Administrative Costs (Direct) & Mgmt Costs (Sec 323)&(207)
68.0	Administrative Hearing Procedures
206.204(b)	Advance of Funds to Applicant
206.45(a)	Advance of Funds to State
FEMA 321p.72	Agricultural lands (see Improved Property)
FEMA 322p.22,67,70	Agricultural lands
206.228(a)	Allowable Costs/ Eligible Direct Costs
206.228(a)1	Allowable Costs/ Eligible Direct Costs-Applicant equipment
206.228(b)	Allowable Costs/ Eligible Indirect Costs
200.403	Allowable Costs / Factors
206.228(a)4	Allowable Costs/ Force Account Labor Costs
200.408	Allowable Costs/ Limitations
9525	Allowable Costs/ Public Assistance – (Policy)(9525.9)
206.228(a)1(ii)	Allowable Costs/ Rates Established Under Local Guidelines
206.228(a)3(i)	Allowable Costs/ State Management Costs (Recipient)
206.228(a)3(ii)	Allowable Costs/ State Management Costs (Sub-recipient)
206.228(a)2	Allowable Costs/ Statutory Administrative Costs
206.228(a)2(i)	Allowable Costs/ Statutory Administrative Costs (Recipient)
206.228(a)2(ii)	Allowable Costs/ Statutory Administrative Costs(Subrecipient)
206.203(d)2	Alternate Project
FEMA 321p.5	Alternate Project
FEMA 322p.111, 134	Alternate Project

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REFERENCE	COMMON TERM USED
FEMA 323p.26-28	Alternate Projects
9525.13	Alternate Projects – (Policy)
206.226(k)1	Alternative Use Facilities
FEMA 321p.43	Alternative Use Facilities (see-Eligible Facilities)
9580.104	Ambulance Services – Public Assistance / Fact Sheet
9521.4	American Indian & Alaska Tribal Govt. Funding – (Policy)
206.226(d)	Americans with Disabilities Act (ADA)
FEMA 321p.5	Americans with Disabilities Act (ADA)
FEMA 322p. 35-36	Americans with Disabilities Act (ADA)
9525.5	Americans with Disabilities Act – Access requirement (Policy)
FEMA 321p.7	Animal Control
9524.9	Animal Replacement associated with Eligible Facilities(Policy)
206.206	Appeals
FEMA 321p. 8	Appeals
FEMA 322p. 112-114	Appeals
FEMA 323p.50-51	Appeals
9521	Appeals
206.206(b)2	Appeals/ Associate Director
206.46(c)	Appeals/ Denial of Advance of Non-Federal Funds
206.46(a)	Appeals/ Denial of Declaration Request
206.46(d)	Appeals/ Denial of Time to Appeal
206.46(b)	Appeals/ Denial of Types of Assistance
206.206(a)	Appeals/ Format and Content
67.0	Appeals from proposed Flood elevation determinations
206.206(c)2	Appeals/ Recipient/Sub-recipient
206.206(b)	Appeals/ Levels of Appeals
206.206(a)	Appeals/ Sub-recipient
206.206(d)	Appeals/ Technical Advice
206.206(c)	Appeals/ Time Limits
206.2(a)2	Applicant
FEMA 322p. 9-10	Applicant
200.408	Applicant credits
206.222	Applicant Eligibility
9521	Applicant Eligibility – (Policy) (9521.1-9521.4)
FEMA 323	Applicant Handbook
FEMA 323p.3	Applicant Liaison
206.223(e)	Applicant Negligence
9525.8	Applicant Owned Equipment Damage – (Policy)
FEMA 322p. 47	Applicant’s Benefits Calculation Worksheet(Fig 2)
FEMA 323p. F 20	Applicant’s Benefits Calculation Worksheet
206.202(b)	Applicants’ Briefing
FEMA 321p. p	Applicants’ Briefing

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FEMA 322p. 91-92	Applicants' Briefing
FEMA 323p.8	Applicants' Briefing
206.202(b)	Application Procedures/ Recipient
206.202(d)	Application Procedures/ Project Worksheets (FEMA Fm 90-91)
206.202	Application Procedures/ Public Assistance
206.202(c)	Application Procedures/ Request for PA (FEMA Fm 90-49)
206.202(f)2	Application Procedures/ Time Limitations
206.41	Appointment of Disaster Officials
206.209	Arbitration for PA (FEMA DR 1603/1604/1605/1606/1607)
9521.2	Arboretums – (Policy)
206.40(b)	Areas Eligible to Receive Assistance
59.1	Areas of Special Flood Hazard
FEMA 321p.10	Art
9524.6	Art/ Collections & Individual Objects – (Policy)
9525.1	Assessments/ Reassessments – (Policy)
206.224(c)	Assistance to Individuals & Private Organizations (Debris)
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FEMA 322p. 43	Backfill Employees
9.4, 59.1	Base Flood (Definitions)
65.2/ 59.1	Base Flood Elevation (BFE)
65.6(f)	Base Flood Elevation/ Certification requirements
65.6(d)	Base Flood Elevation/ Data requirements for improved data
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65.6(c)	Base Flood Elevation/ Data requirements to change conditions
65.6(b)	Base Flood Elevation/ Data requirements- change map errors
65.6	Base Flood Elevation determination revision
206.226(j)	Beaches
FEMA 321p.12	Beaches
FEMA 322p. 86-87	Beaches
206.226(j)(2)	Beaches/ Improved Beaches (may be eligible)
206.226(j)(1)	Beaches/ Unimproved Beaches
9523.1	Blizzards – (Policy)
206.221(h)&226(a/d)	Bridges
FEMA 321p.13	Bridges
FEMA 322p. 79-80	Bridges
206.221(h)-206.226	Buildings
FEMA 321p.15	Buildings
FEMA 323p.15-16	Buildings and Equipment (Cat E)
FEMA 321p.14	Building Inspections
FEMA 322p.76	Building Inspections

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9523.2	Building Inspections Eligibility – (Policy)
206.251(b)	Building (see Structure)
FEMA 322p. 83-85	Buildings & Equipment
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FEMA 322p.79	Capacity
FEMA 321p.16	Case Management File
9570.3	Case Management File (Policy)
FEMA 323p. 9	Case Management File (CMF)
FEMA 322p. 41-42	Cash Donations
FEMA 322p. 129	Categorical Exclusions
10.8(d)(2)	Categorical Exclusions/ Categories (also see Statutory exc)
10.8(d)	Categorical Exclusions/ Environmental Criteria
10.8(d)(3)	Categorical Exclusions/ Extraordinary circumstances
FEMA 321p. 17	Categories of Work (PA)(Cat A-G)
FEMA 322p. 66-87	Categories of Work (PA)(Cat A-G)(Table 6)
FEMA 323p.11-49	Categories of Work (PA)(Cat A-G)
9525.9	Category “Z” - PW Contractor Payment (Policy)
220.1	CERCLA / “Superfund”
220.1	CERCLA (Comp. Environmental Resp., Compen & Liab. Act)
9521.5	Charter Schools Eligibility (Policy)
9580.107	Child Care Services (Policy)
302.2(o)	Circular A-102 / Uniform Administrative Requirements
302.2(n)	Circular A-87 / Cost Principals
302.2(e)	Civil Preparedness Guide (CPG)
302.2(c)	Civil Preparedness Guide (CPG)/ Annual Submission
200.14	Claim
11.70	Claims Procedures (Personnel)
FEMA 322p.129,132	Clean Air Act
FEMA 322p. 114	Clean Water Act
200.16	Closeout
FEMA 323p.67-69	Close-out
71.0	Coastal Barrier Legislation Implementation
206.340	Coastal Barrier Resources Act (CBRA)
FEMA 321p.18	Coastal Barrier Resources Act
FEMA 322p. 133-134	Coastal Barrier Resources Act
206.221(i)-206.226(b)	Codes & Standards
9527	Codes & Standards (Policy)
FEMA 321p.19	Codes & Standards
FEMA 322p.33-36,83	Codes & Standards
9524.4	Code Upgrades – (Policy)

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11.42	Collection of Debts
9524.6	Collection & Individual Objects – (Policy)
FEMA 322p. 84	Collections & Other Objects
206.32(b)	Commitment Certification
64.0	Communities Eligible for Sale of Insurance
206.251(c)	Community
FEMA 321p. 20	Community Arts Centers
FEMA 322p.10,12,18	Community Arts Centers
206.221(e)(7)	Community Centers
FEMA 321p.21	Community Centers
FEMA 322p.10-12,19	Community Centers
9521.1	Community Center Eligibility – (Policy)
FEMA 322p. 21	Community Development Districts
FEMA 323p.A-5	Community Development Districts
206.364(a)	Community Disaster Loan/ Application
206.364(b)	Community Disaster Loan/ Financial Requirements
9580.101	Community Disaster Loan Program/2006 Special – (Fact Sheet)
206.360	Community Disaster Loans
FEMA 321p.22	Community Disaster Loans
206.365	Community Disaster Loans/ Administration by FEMA
206.366	Community Disaster Loans/ Cancellation by FEMA
206.363	Community Disaster Loans/ Eligibility
206.367	Community Disaster Loans/ Repayment and Terms
FEMA 322p. 42,45	Compensatory Time
FEMA 323p.47-50	Completion Deadlines
302.2(f)	Comprehensive Cooperative Agreement (CCA)
206.2(a)4	Concurrent/ Multiple Major Disasters
9523.15	Congregate Shelter- (Policy)
9523.2	Construction Inspection – (Policy)
FEMA 322p. 56,59	Construction Inspection
9527.4	Construction Codes & Standards – (Policy)
66.0	Consultation with local officials
9122.1	Contiguous County Designation – (Policy)
A87 b11	Contingencies/ Contracts
200.22	Contract
200.23	Contractor
206.2(a)5	Contractor
9525.9	Contractors Payment/ Grant Management (Cat Z) – (Policy)
FEMA 321p.23	Contracts
FEMA 322p.28,42,51	Contracts
FEMA 323p. 43-45	Contracts
FEMA 322p. 44	Contracts Supervision

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9525.2	Contributions – (Policy)
200.24	Cooperative Agreement
299.25	Cooperative Audit resolution
206.64	Coordination of Assistance/following an emergency declaration
9510.1	Coordination Requirements for PA & Fire Management
206.181	Cora Brown Fund
200.26	Corrective action
FEMA 322p. 40-65	Cost
200.27	Cost allocation plan
206.228	Cost Codes
FEMA 321p.24	Cost Codes
FEMA 322p. 41,104	Cost Codes
206.434(c)5	Cost Effectiveness project for HMGP
9526.1	Cost Effectiveness project for HMGP – (Policy)
FEMA 321p.25	Cost Estimate
FEMA 322p. 93,103	Cost Estimate
206.202(d)	Cost Estimates
FEMA 323p.27-33	Cost Estimates – How to accomplish
9570.8	Cost Estimating Format (CEF) for Large Projects – (SOP)
FEMA 321p.26	Cost Estimating Format (CEF) for Large Projects (Parts A-H)
FEMA 322p. 105-106	Cost Estimating Format (CEF)(Preferred Pricing-Table 5)
206.66	Cost Limitation for Emergency Declarations (\$5,000,000)
200.28	Cost objective
6.85	Cost/ Reproduction (@.15) (pages up to 8 1/2 x 14)
FEMA 321p.27	Cost Overrun
FEMA 322p. 109,113	Cost Overrun
206.204(e)	Cost Overruns
206.204(e)2	Cost Overruns (Large and Small projects)
206.228(a)2	Cost Reimbursement/ Overtime
206.225	Cost Reimbursement/ Overtime
206.228(a)3 & 4	Cost Reimbursement/ Regular Time
206.228(a)2	Cost Reimbursement/ Travel & Per Diem
206.225	Cost Reimbursement/ Travel & Per Diem
FEMA 321p.28	Cost Share
FEMA 322p.3,10,24+	Cost Share
FEMA 323p.1-2	Cost Share
206.47	Cost Share Adjustment above 75% Federal Share
200.29	Cost Sharing/ Matching
206.203(b)	Cost Sharing/ Matching Contributions
206.65	Cost Sharing (not less than 75%)
206.14	Criminal and Civil Penalties
206.171	Crisis Counseling Assistance

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77.2	Criteria for acquisition of flood damages structures
60.0	Criteria for Land Management & Use
9.4	Critical Actions(definition) for evacuation purposes
FEMA 322p. 136	Critical Facilities in Floodplain
9462.1	Critical Needs Assistance for displaced individuals
FEMA 323p.A-3,4	Critical PNP Services
FEMA 322p.12,13-15	Critical Services
200.30	Cross-cutting audit finding
FEMA 321p. 139-147	Cross-References Guide
FEMA 322p.25,32,33	Culvert
206.221(e)6	Custodial Care Facilities
FEMA 322p.10-12,17	Custodial Care
FEMA 323p.A-3,4	Custodial Care Facilities
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206.33(b)	Damage Assessment Teams
206.33(d)	Damage Assessment Teams/ Exceptions
206.33(c)	Damage Assessment Teams/ Review of Findings
FEMA 322p.100,101	Damage/ Cause of
FEMA 322p. 96,100	Damage/ Description of
FEMA 322p. 55-56	Damage/ Search for (see Surveys for Damage)
9525.8	Damage to Applicant Owned Equipment – (Policy)
FEMA 322p.44,48,84	Damage to Applicant Owned Equipment
FEMA 321p.30	Davis-Bacon Act
FEMA 322p. 44	Davis-Bacon Act
FEMA 322p 38, 138	Deadlines (see Time Limits)
206.204(c)	Deadlines for Completion of Work
17.0	Debarment and Suspension / Non-Procurement
9580.201	Debris Contracting (Fact Sheet)
Attachment 1	Debris Removal Contract Cost Analysis
Attachment 2	Debris Operations Contract Bid Sheet
9523.4	Debris Demolition Private Property– (Policy)
FEMA 329	Debris Estimating Field Guide
FEMA 325	Debris Management Guide
9580.203	Debris Monitoring / Fact Sheet
FEMA 327	Debris Monitoring Guide
FEMA 322p. 69-70	Debris on Private Property
9580.4	Debris Operations/ Emergency Contracting – (Fact Sheet)
9580.4	Debris Operations/ (Fact Sheet)
9523.12	Debris Operations/ Hand Loaded Trucks/Trailers – (Policy)
FEMA 322p. 53	Debris Registry

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206.224	Debris Removal
FEMA 321p.31	Debris Removal
FEMA 322p. 67-71	Debris Removal
9580.201	Debris Removal/Applicant's Contracting Ck List / Fact Sheet
9580.202	Debris Removal/Authorities of Federal Agencies / Fact Sheet
9523.12	Debris Removal/ Hand-Loaded Trucks – (Policy)
206.224(c)	Debris Removal/ Assistance to Individuals
9523.4	Debris Removal/ Demolition (See Demolition)
9523.9	Debris Removal/ Direct Mission Funding – (Policy)
206.226(a)	Debris Removal/ Federal Aid Roads
9580.214	Debris Removal/ Federal Aid Highways (Fact Sheet)
9523.12	Debris Removal/ Hand-Loaded Trucks – (Policy)
9523.8	Debris Removal/ Hazardous Material – (Policy)
9523.11	Debris Removal/ Hazardous Stump Removal – (Policy)
9580.215	Debris Removal/ Hurricane Sandy-FA Labor (Fact Sheet)
9523.6	Debris Removal/ Mutual Aid (Policy)
RS 2006-1	Debris Removal Operations
206.224	Debris Removal/ Orphan & Pvt Roads –(see Ltr-Policy-9523.13)
206.224(b)	Debris Removal/ Private Property
9523.13	Debris Removal/ Private Property – (Policy)
206.224(a)	Debris Removal/ Public Interest
206.10	Debris Removal/ Use of local firms and individuals
9523.5	Debris Removal/ Waterways – (Policy)
FEMA 321p.32	Debris Salvage
9525.12	Debris Salvage – (Policy)
9.6	Decision Making Process/ Floodplain Management (8-Step)
206.48(b)	Declaration Criteria for Individual Assistance
206.48(a)	Declaration Criteria for Public Assistance
206.48	Declaration Factors
206.31-48	Declaration Process
FEMA 322p. 2-3	Declaration Process
FEMA 321p.33	Declarations
DAP(Interim) 1001	Declaration Request/ Pre-Landfall – (Interim Policy)
FEMA 322p. 120-122	Deductible
206.2	Definitions
206.2(a)2	Definitions/ Applicant
206.2(a)3	Definitions/ Associate Director
200.1	Definitions/ Audit
206.2(a)4	Definitions/ Concurrent, Multiple Major Disasters
206.2(a)5	Definitions/ Contractor
206.2(a)6	Definitions/ Designated Area
206.2(a)7	Definitions/ Director

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206.2(a)8	Definitions/ Disaster Recovery Manager (DRM)
206.2(a)9	Definitions/ Emergency
206.2(a)10	Definitions/ Federal Agency
206.2(a)11	Definitions/ Federal Coordinating Officer (FCO)
2.31	Definitions/ Federal Insurance Administration (FIA)
206.2(a)12	Definitions/ Governor
206.2(a)13	Definitions/ Governors Authorized Representative (GAR)
206.2(a)14	Definitions/ Hazard Mitigation (HM)
206.2(a)15	Definitions/ Individual Assistance (IA)
206.2(a)16	Definitions/ Local Government
206.2(a)17	Definitions/ Major Disaster
206.2(a)18	Definitions/ Mission Assignments
2.43	Definitions/ Office Of the Inspector General (OIG)
206.2(a)19	Definitions/ Private Nonprofit Organization (PNP)
206.2(a)20	Definitions/ Public Assistance (PA)
206.2(a)21	Definitions/ Regional Director (Rd)
2.43	Definitions/ Response and Recovery Division
206.2(a)22	Definitions/ State
206.2(a)23	Definitions/ State Coordinating Officer (SCO)
206.2(a)24	Definitions/ State Emergency Plan
206.2(a)25	Definitions/ Temporary Housing
206.2(a)27	Definitions/ Voluntary Organization
206.225-206.226	Demolition
FEMA 321p. 34	Demolition
FEMA 322p.39,69,73	Demolition
9523.4	Demolition/ Private Structures – (Policy)
206.46(c)	Denial of Advance of Non-Federal Share
206.46(a)	Denial of Declaration Request
206.46(b)	Denial of Types of Assistance Or Areas
FEMA 322p. 79	Design
FEMA 321p.35	Designated Disaster Area
FEMA 322p. 30	Designated Disaster Area
206.40-206.223	Designation of Disaster Areas
206.40(c)	Designation of Disaster Areas/ Additional Designations
206.40(b)	Designation of Disaster Areas/ Eligible Areas
206.40(a)	Designation of Disaster Areas/ Eligible Assistance
206.40(d)	Designation of Disaster Areas/ Time Limits To Request
10.8	Determination/ Requirement For Environmental Review
9525.9	Direct Administrative & Mgmt Costs (Section 324) (Policy)
FEMA 322p. 42,63	Direct Costs
206.34 & 208	Direct Federal Assistance
FEMA 321p. 36	Direct Federal Assistance

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FEMA 322p. 76-78	Direct Federal Assistance
206.34(f)	Direct Federal Assistance/ Federal Share
9523.9	Direct Federal Assistance 100% / Grant Assistance – (Policy)
206.34(d)	Direct Federal Assistance/ Implementation
206.208(c)	Direct Federal Assistance/ Implementation
206.34(e)	Direct Federal Assistance/ Limits
206.34(c)	Direct Federal Assistance/ Processing the request
206.34(g)	Direct Federal Assistance/ Project Management
206.208(e)	Direct Federal Assistance/ Project Management
206.34(c)	Direct Federal Assistance/ Request process
206.208(b)	Direct Federal Assistance/ Request process
206.208(d)	Direct Federal Assistance/ Time Limitation
9570.1	Direct Reimbursement for Host State Evac & Sheltering- Policy
FEMA 322p. 29-30	Direct Result
9525.5	Disabilities Act – (Policy)
200.31	Disallowed costs
206.32(c)	Disaster Application Center (DAC)
206	Disaster Assistance/ Post- November 1988
205	Disaster Assistance/ September 1981-November 1988
IA06-17	Disaster Housing Rent collection
206.164	Disaster Legal Services
206.41	Disaster Officials
300.1	Disaster Preparedness Assistance
300.3(b)	Disaster Preparedness Improvement Grant (DPIG)
FEMA 322p. 2-3	Disaster Recovery Manager
9525.15	Disaster Recovery Operations: Telecommunications Support
206.141	Disaster Unemployment Assistance
6.20	Disclosure Of Records
7.0(a)	Discrimination (Age)/ General
7.920	Discrimination (Age)/ Rule Against
9.14	Disposal of Agency (FEMA) Property
9525.12	Disposition of Equipment, Supplies & Salvage – (Policy)
206.210	Dispute Resolution Pilot Pgm (Sandy Recovery Imp Act)
FEMA 323p.18-22,53	Documentation
9580.204	Documenting & Validating Hazardous Trees/Limbs/Stumps
FEMA 322p. 56	Donated Equipment, Materials & Resources
FEMA 321p.37	Donated Resources
9525.2	Donated Resources – (Policy)
206.6	Donation or Loan of Federal Equipment & Supplies
206.191-206.226(a)	Duplication of Benefits
FEMA 321p.38	Duplication of Benefits
FEMA 322p. 41-42	Duplication of Benefits

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REFERENCE	COMMON TERM USED
9525.3	Duplication of Benefits/Non Govt Funds – (Policy)
9527.4	Earthquake Construction Codes – (Policy)
FEMA 321p. 39	Educational Facilities
206.221(e)1	Educational Facility
206.221(a)	Educational Institution
9.6(b)	Eight (8) Step Decision Making Process
9.5(c)1-14	EIS/ Eligibility Criteria-Not Applicable to(see environmental)
9580.6	Electric Utility Repair / Public & Private Non-Profit
9580.5	Elements of a Project Worksheet (Fact Sheet)
206.131(d)	Eligible Applicants (Individual Assistance)
206.222	Eligible Applicants (Public Assistance)
FEMA 321p. 41	Eligible Applicants (Public Assistance)
206.40(a)	Eligible Assistance
FEMA 321p.42	Eligible Costs
9523.15	Eligible Costs/ Evacuations & Sheltering (Policy)
9523.19	Eligible Costs/ Pet Evacuations & Sheltering (Policy)
206.228(a)	Eligible Direct Costs (Applicant owned equipment)
206.201(c)-206.226(i)	Eligible Facility
FEMA 321p.43	Eligible Facility
206.111	Eligible Hazard Mitigation Measures (Definition)
206.228(b)	Eligible Indirect Costs
206.223(a)	Eligible Work
FEMA 321p.44	Eligible Work
FEMA 321p.40	Eligibility
FEMA 322p. 7-87	Eligibility
206.221(e)	Eligibility/ Agricultural area land use
206.228	Eligibility/ Allowable Costs
206.222	Eligibility/ Applicant
9523.2	Eligibility/ Building Inspectors /Post Disaster – (Policy)
9521.5	Eligibility of Charter Schools - (Policy)
206.224	Eligibility/ Debris Removal
206.225	Eligibility/ Emergency Work
9524.4	Eligibility of Facilities for Replacement(50% Rule) – (Policy)
206.223(d)	Eligibility/ Facilities serving a rural community
206.113	Eligibility Factors (Hazard Mitigation)
206.223	Eligibility/ General Work
9580.7	Eligibility/ Host State Evacuation & Sheltering (Policy)
9580.100	Eligibility/Mold Remediation (Policy)
206.223(e)	Eligibility/ Negligence

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9524.8	Eligibility/ Perm Repair & Replace- Roads on Tribal land
206.223(b)	Eligibility/ Private Nonprofit facilities
206.220-228	Eligibility/ Public Assistance
206.223(c)	Eligibility/ Public Entities
206.226	Eligibility/ Restoration of Damaged Facilities
9580.8	Eligibility/ Sand Replacement on Public Beaches (Policy)
206.227	Eligibility/ Snow Assistance
9523.10	Eligibility/ Vector Control (Policy)
206.2(a)9	Emergency
FEMA 322p.10-13,18	Emergency
206.225(b)	Emergency Access
206.61	Emergency Assistance
206.62	Emergency Assistance/ Available Assistance
206.64	Emergency Assistance/ Coordination of Assistance
206.66	Emergency Assistance/ Limitations on Expenditures
9523.17	Emergency Assistance/ Human Influenza Pandemic
9580.109	Emergency Assistance/ Polling Places (Fact Sheet)
206.225(c)	Emergency Communications
FEMA 322p. 75,77	Emergency Communications
206.35	Emergency Declaration Request
206.37(c)2	Emergency Disaster Recommendation
206.221(e)4	Emergency Facilities
FEMA 321p.45	Emergency Management Assistance Compact (EMAC)
FEMA 322p. 51	Emergency Management Assistance Compact (EMAC)
9525.4	Emergency Medical Care & Med Evacuations – (Policy)
302.2(p)	Emergency Operations Plan (EOP)
206.225(a)1	Emergency Protective Measures
FEMA 321p.46	Emergency Protective Measures
FEMA 322p. 71-74	Emergency Protective Measures
206.225(d)	Emergency Public Transportation
FEMA 322p. 75,77	Emergency Public Transportation
206.43	Emergency Support Teams
206.201(b)-206.225	Emergency Work
FEMA 322p. 66-78	Emergency Work
9523	Emergency Work (Policy)
9580.4	Emergency Work Contracting (Fact Sheet)
206.225(b)	Emergency Work/ Emergency Access Facility (Non Public)
206.225(d)	Emergency Work/ Emergency Public Transportation
9525.7	Emergency Work/ Labor Costs – (Policy)
9523	Emergency Work/ Public Assistance – (Policy) (9523.1-9523.12)
FEMA 321p.47	Endangered Species Act (ESA)
FEMA 322p. 129-130	Endangered Species Act (ESA)

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FEMA 321p. 48	Engineering & Design Services
FEMA 322p 41,56-61	Engineering & Design Services / Cost Curves (Fig3-4)
201.5	Enhanced State Mitigation Plans
10.8(b)	Environmental Actions normally requiring an EIS
10.9	Environmental Assessments/ Preparation
10.8(d)	Environmental Categorical Exclusions
FEMA 323p.9,41,47+	Environmental Compliance
10.0	Environmental Considerations
10.9(e)	Environmental Finding of No Significant Impact (FONSI)
10.10	Environmental Impact Statement (EIS)/ Preparation
FEMA 322p. 136	Environmental Justice
10.5(b)	Environmental Officer Responsibilities
9560.1	Environmental Policy Memoranda – (Policy) (See 5 Attached Environmental Policy Memo’s) # 1- CATEX # 2- Environmental Assessment Clearance # 3- Projects without Environmental Reviews # 4- Updated CATEX # 5- NEPA CATEX + Environmental Programmatic Agreement Model – (Policy)
9.8	Environmental Public Notice requirement for floodplain actions
9570.10	Environmental Review
10.8	Environmental Review / Assessment
10.8(c)	Environmental Statutory Exclusions
9.7(d)1-4	Environmental/ Wetland determination sequence
200.32	Equipment
FEMA 321p.49	Equipment
FEMA 322p.48-50,83	Equipment
206.226(h)	Equipment and Furnishings
9525.16	Equipment and Furnishings/Research Related – (Policy)
9525.8	Equipment Damage/ Applicant Owned – (Policy)
FEMA 322p.48,84	Equipment Damage
9525.12	Equipment/ Disposition – (Policy)
FEMA 321p.50	Equipment Rates
FEMA 322p.41,44,84	Equipment Rates – FEMA, State
FEMA 322p. 49	Equipment Rates – Local
206.228(a)	Equipment Rates (see www.fema.gov/r-n-r/pa)
206.228(a) (ii)	Equipment Rates-Estab under local guidelines. App Cert.
9524.10	Equipment, Supplies & Vehicles Replacement (Policy)
FEMA 321p.51	Erosion
206.221(e)7	Essential Governmental Services & Facilities
206.48(a)1	Estimated Cost

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9521.1	Estimated Cost - After disaster property tax assessment (Policy)
9523.19	Estimated Cost - Eligible Costs-Pet Evacuation & Sheltering – (Policy)
9525.4	Estimated Cost - Emergency Medical Care – (Policy)
9523.15	Estimated Cost - Evacuations & Sheltering/ Eligible Costs – (Policy)
RP 9525.7	Labor Costs-Emergency Work – (Policy)
206.202(f)	Exceptions (Grant Approvals)
206.33(d)	Exceptions (Preliminary Damage Assessment / PDA)
206.252	Exclusions/ Insurance Coverage
FEMA 322p.135-136	Executive Order 11988
FEMA 322p.135-136	Executive Order 11990
FEMA 322p. 35	Executive Order 12699
FEMA 322p.136	Executive Order 12898
6.87(a)	Exempt Records
9524.6	Exhibits / Collections – (Policy)
FEMA 321p.52	Expedited Payments
FEMA 322p.90-91	Expedited Payments
200.34	Expenditures
206.8(c)	Expenditures Eligible for Reimbursement/ Federal Agencies
206.46(d)	Extension of Time to Appeal
206.204(c)&(d)	Extension of Project Completion Time (see Time limitations)
10.8(e)	Extraordinary Circumstances (EIS)
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9523.4	Facilities/ Demolition of Private & Public – (Policy)
FEMA 322p. 28	Facilities Scheduled for Replacement
9523.3	Facilities/ Temporary Relocation Provisions – (Policy)
FEMA 321p.53	Facilities Under Construction
FEMA 322p. 28	Facilities Under Construction
FEMA 322p.8,22-28	Facility
9524.4	Facility Eligibility (50%) – (Policy)
9521.3	Facility Eligibility/PNP – (Policy)
206.48(a) & (b)	Factors for evaluating a Governor’s Declaration request
5.21	Failure to publish rules in Federal Register
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206.203	Federal Grant Assistance
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206.203(d)2	Federal Grant Assistance/ Funding Option-Alternate Project
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FEMA 322p.25-26,68	Federal Highway Admin (FHWA) – Emergency Relief (ER)
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206.32(d)	FEMA/ State Agreement
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FEMA 321p.55	FEMA/ State Agreement
59.1	FHBM/ Flood Hazard Boundary Map
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152.0	Firefighters Grant Program Assistance
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FEMA 321p.56	Fire Management Assistance
204.41	Fire Management Assistance - Applicant Eligibility
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206.224-206.225	Flood Control Works
FEMA 321p.57	Flood Control Works
9524.3	Flood Control Works – (Policy)
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206.110(k)	Flood Disaster Protection Act Requirements
67.1	Flood Elevation Appeals
65.8	Flood Elevation Map/ Conditional Letter of Revision
65.4(b)	Flood Elevation Map/ How to change
72.1-7	Flood Elevation Map/ Procedures/Fees to make changes
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206.250-253	Flood Insurance
FEMA 321p.58	Flood Insurance
FEMA 322p. 119-122	Flood Insurance
9530.1	Flood Insurance/ Retroactive Application-LOMA – (Policy)
61.1-17	Flood Insurance/ Coverage and Rates
59.22-24	Flood Insurance/ Eligibility Requirements
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61.17	Flood Insurance/ Group Policy /deleted by DMA 2000, Oct 2000
60.26	Flood Insurance/ Local coordination
9530.1	Flood Insurance/ Maps – (Policy)
60.3(b)-(f)	Flood Insurance/ Minimum Standards
59.2	Flood Insurance/ NFIP (National Flood Insurance Program)
59.23	Flood Insurance/ Priorities for participation in NFIP
206.110(k)(3)	Flood Insurance Purchase Requirements
FEMA 322p. 121,133	Flood Insurance Rate Map
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64.1	Flood Insurance Requirements/ Eligible Communities
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65.1	Flood Insurance Requirements/ Mapping of Hazard Areas
61.16(a)	Flood Insurance/ Sample Policy
61.13	Flood Insurance/ Standard Policy
59.24	Flood Insurance/ Suspension of Community Eligibility
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9.6	Floodplain Decision-making process (8-step process)
9.7(c)	Floodplain Determination and Sequence
9.7(b)	Floodplain Determination information needed
9.16	Floodplain Guidance for Applicants
9.17	Floodplain Instructions & Responsibilities of Applicants
9.1-18, 60.1-26	Floodplain Management
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67.1	Floodplain Management Appeals
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60.3	Floodplain Management Criteria/ Flood-Prone Areas
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60.12	Floodplain Management Criteria/ State Owned Properties
9.6	Floodplain Management Decision-Making Process
60.2	Floodplain Management Minimum Compliance Criteria
60.1	Floodplain Management Requirements for Regulations
60.6	Floodplain Management Variances and Exceptions
9.8	Floodplain Public Notice Requirements
9.7(c)1(ii)	Floodplain Sources of FIRM Maps & Technical Information
60.3	Floodzone/ Requirements
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60.6(a)1-7	Floodzone/ Variances
206.151	Food Commodities
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FEMA 323p. F 1-20	Force Account Applicant Record Keeping Forms & Instructions
FEMA 322p. 48-49	Force Account – Equipment
FEMA 322p. 42-47	Force Account – Labor
206.228(a)2	Force Account Labor Costs
FEMA 322p. 44	Force Account Mechanics
FEMA 321p.79	Force Account (see Labor Cost-Equipment Rates)
FEMA 322p. 44	Foremen & Supervisors
206.101(g)	Forms of Temporary Housing Assistance
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206.203(d)	Funding Options (Public Assistance) Alternate/Improved
206.203	Funding Types (Grants)
9525.3	Fund Raising – (Policy)
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FEMA 321p. 61	Gated Communities (see Homeowners Associations)
206.223	General Work Eligibility
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RS 1002.1	Generator Reimbursement – (Policy)
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FEMA 321p.61	Geotechnical Study
9524.2	Geotechnical Study/ Landslides – (Policy)
FEMA 322p. 22,86	Golf Courses
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206.41(d)	Governor’s Authorized Representative (GAR)
FEMA 322p. 2	Governor’s Authorized Representative (GAR)
206.34	Governor’s Request / DOD
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9525.9	Grant Administration Costs – (Policy)
206.202(e)	Grant Approval
FEMA 321p.62	Grant Closure
FEMA 322p. 114	Grant Closure
206.228(a)(3)	Grant Management PW (Cat Z)
FEMA 321p.63	Grant Management PW (Cat Z)
FEMA 322p. 108-114	Grant Processing
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FEMA 323p. 21-28+	Hazard Mitigation
206.439	Hazard Mitigation/ Allowable Costs
206.439(b)	Hazard Mitigation/ Allowable Costs-Admin & management
206.439(c)	Hazard Mitigation/ Allowable Costs-Pre- award costs
206.440	Hazard Mitigation/ Appeals
206.440(c)	Hazard Mitigation/ Appeals- Time limits
206.436(a-e)	Hazard Mitigation/ Application Procedures
206.436(e)	Hazard Mitigation/ Application extensions
206.436(d)	Hazard Mitigation/ Application submission time limits
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206.434(c)5	Hazard Mitigation/ Cost Effectiveness
206.432(c)	Hazard Mitigation/ Cost Sharing
201.2	Hazard Mitigation/ Definitions
206.431	Hazard Mitigation/ Definitions
206.434(f)	Hazard Mitigation/ Duplication of programs
206.434(d)	Hazard Mitigation/ Eligible Activities
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206.434(a-g), 209.5 & 6	Hazard Mitigation/ Eligibility
206.434(a), 209.5 & 6	Hazard Mitigation Eligibility/ Applicants
206.434(c), 209.5 & 6	Hazard Mitigation Eligibility/ Minimum project criteria
206.434(d)(2), 209.5 & 6	Hazard Mitigation Eligibility/ Types of projects
201.5(a-c)	Hazard Mitigation/Enhanced State Mitigation Plan
206.432(a-c)	Hazard Mitigation/ Federal Grant Assistance
206.432(b)	Hazard Mitigation/ Federal Grant Assistance/ Amounts
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206.432(b)(1)	Hazard Mitigation/ Federal Grant Assistance/ Standard %
9526.1	Hazard Mitigation Funding Under Section 406 (Policy)
9526.1	Hazard Mitigation/ Generator Purchases – (Policy)(9-16-04-ltr)
9526.1	Hazard Mitigation Grant Program/ Funding – (Policy)
9526.1	Hazard Mitigation Grant Program/ Guidance letter of 05/21/03
201.2	Hazard Mitigation Grant Program (HMGP) definition
206.430	Hazard Mitigation Grant Program/ Section 404
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FEMA 321p.65	Hazard Mitigation Grant Program/ Section 404
9523.4	Hazard Mitigation Grant Program/ Section 404 – (Policy)
206.201(f)-206.226(c)	Hazard Mitigation Grant Program/ Section 406
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201.206 & 206.431	Hazard Mitigation Grant Program/ Local Plans
206.436(g)	Hazard Mitigation/ Indian tribal Sub-recipient
201.6	Hazard Mitigation/Local Mitigation Plans
206.434(c)	Hazard Mitigation/ Minimum project criteria
206.400	Hazard Mitigation/ Minimum Standards
206.434(g)	Hazard Mitigation/ Packaging of programs
201.1-6	Hazard Mitigation Planning
206.434(b)	Hazard Mitigation/ Plan Requirement
201.1-201.6	Hazard Mitigation (Pre Disaster Mitigation)(PDM)
209.7(a-b)	Hazard Mitigation/ Priorities for Project Selection
206.438(e)	Hazard Mitigation Project/ Audit requirements
206.438(b)	Hazard Mitigation Project/ Cost overruns
206.435(a-c)	Hazard Mitigation/ Project Identification & Selection
206.438(a-e)	Hazard Mitigation/ Project Management
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206.434(e)	Hazard Mitigation/ Property acquisitions & relocation
201.3(a-e)	Hazard Mitigation/ Responsibilities
201.4(a-d)	Hazard Mitigation/ Standard State Mitigation Plan
206.437(a-d)	Hazard Mitigation/ State Administrative Plan
206.433(a-d)	Hazard Mitigation/ State Responsibilities
201.4	Hazard Mitigation/ Standard State Mitigation Plans
209.1-12	Hazard Mitigation/ Supp Property Acquisition and Elevation
209.2	Hazard Mitigation/Supplemental Acquisition - Definitions
209.7(a-b)	Hazard Mitigation/Supplemental Acquisition - Priorities
209.6(a-d)	Hazard Mitigation/Supplemental Acquisition -Project Elig
206.434(d)(2)	Hazard Mitigation/ Types of projects
9523.8	Hazardous Materials/ESF-10 – (Policy)
9580.204	Hazardous Trees, Limbs & Stumps/ Documenting/Validating
9523.11	Hazardous Stump Extraction & Removal – (Policy)
FEMA 322p. 139	Hidden Damage
9560	Historic Preservation, Cultural Initiatives & other laws
16.150(b)2	Historic Preservation Program (Handicapped)
FEMA 321p.89	Historic Preservation (see NHPA)
FEMA 322p. 130-131	Historic Preservation
206.226(d)3	Historic Properties
16.103	Historic Properties (Definition)
9560.3	Historic Review / Programmatic Agreement (Policy)
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59.1	Historic Structure (Definition)
9521.3	Homeless Shelters – (Policy)PNP Facility Elig (Policy)

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FEMA 322p.11-12,18	Homeless Shelters
9521.3	Homeowners' Associations – (Policy)
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FEMA 322p. 20-21	Homeowners' Associations
FEMA 323p.A-5	Homeowners' Associations
FEMA 322p. 12,17	Hospice
FEMA 322p.12,16-17	Hospitals
9523.18	Host-State Evacuation & Sheltering Reimbursement – (Policy)
9523.18	Host-State Evacuation & Sheltering Reimbursement (Policy)
9570.1	Host-State SOP
206.117(b)	Housing Assistance- Types (1)Temp, (2)Repairs, (3)Replacement, (4)Permanent
9523.17	Human Influenza Pandemic / Emergency Assistance (Policy)
9580.215	Hurricane Sandy- Debris Removal-Force Account Labor
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9523.20	Ice/ Purchase & Distribution
FEMA 322p. vi	ICS (See Incident Command System(
65.0	Identification & Mapping of Special Hazard Areas
206.131	IFG/ Program (Individual and Family Grant) prior to 10/14/02
206.110-120	IHP (Individual and Household Program) created by DMA 2000
206.120(b)	IHP/ Administrative Options Available to State
206.115	IHP/ Appeals
206.110(b)	IHP/ Amount of Assistance (Max)
206.110(j)	IHP/ Application of Privacy Act
206.110(f)	IHP/ Assistance not counted as income
206.116	IHP/ Audit and Recovery of Funds
206.110(i)	IHP/ Cost Sharing
206.114	IHP/ Criteria for Continued Assistance
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206.111	IHP/ Definitions
206.118	IHP/ Disposal of Housing Units
206.110(h)	IHP/ Duplication of Benefits
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206.119(b)	IHP/ Financial Assistance to address other needs/ONA <u>Types</u> (1) Medical, Dental, & Funeral expenses (2) Personal Property, Transportation & other expenses
206.119(c)	IHP/ Financial Assistance to address other needs/ <u>Eligible \$</u> (1) Personal Property (2) Transportation (3) Medical Expenses (4) Funeral Expenses (5) Moving & Storage Expenses (6) Other – including purchase of Group Flood Insurance
206.110(k)	IHP/ Flood Disaster Protection Act
206.110(m)	IHP/ Historic Preservation
206.117(b)	IHP/ Housing Assistance – <u>Types</u> (1) Temporary Housing (Financial & Direct) FEMA Funded Unit Locations 1. Commercial Site with utilities 2. Private Site provided by applicant 3. Group Site provided by State or local govt. 4. Group Site provided by FEMA (2) Repairs (3) Replacement (4) Permanent Housing Construction
206.117(c)	IHP/ Housing Assistance – <u>Eligible Costs</u>
206.110(e)	IHP/ Period of Assistance
206.110(b)	IHP/ Housing Assistance-Max amount of assistance
206.110(c)	IHP/ Housing Assistance-Multiple types of assistance
206.116	IHP/ Recovery of Funds
206.112	IHP/ Registration Period (60 days – Initial Period)
206.112(b)	IHP/ Registration Period (Extension)
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206.120	IHP/ State Administration of Other Needs Assistance (ONA)
206.120(b)	IHP/ State Administration-ONA / Options
206.120(c)	IHP/ State Administration / State Administrative Plan (SAP)
206.120(c)(3)	IHP/ State Administration / SAP- Amendments
206.120(e)	IHP/ State Administration / SAP- Application Procedures
206.120(f)(4)	IHP/ State Administration / SAP- Closeout
206.120(f)	IHP/ State Administration / SAP- Grant Mgmt
206.120(f)(3)	IHP/ State Administration / SAP- Ineligible Costs
206.120(f)(5)	IHP/ State Administration / SAP- Recovery of Funds
206.120(c)(2)	IHP/ State Administration / SAP- Renewals
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206.120(c)(1)	IHP/ State Administration / SAP- Timeframe for submission
206.110(c)	IHP/ Types of Assistance
206.101	IHP/ Temporary Housing Assistance
206.101(m)	IHP/ Temp Housing- Appeals
206.101(q)	IHP/ Temp Housing- Applicant Notification
206.101(e)	IHP/ Temp Housing- Applications Period of Time/Who includes
206.101(h)	IHP/ Temp Housing- Appropriate Form of Temp Housing
206.101(c)	IHP/ Temp Housing- Definitions
206.101(n)	IHP/ Temp Housing- Disposition of Temp Housing
206.101(d)	IHP/ Temp Housing- Duplication of Benefits
206.101(k)	IHP/ Temp Housing- Duration of Assistance
206.101(p)	IHP/ Temp Housing- Federal Responsibility
206.101(g)	IHP/ Temp Housing- Forms of Temp Housing (1) Check to cover rent or repairs (2) Mobile Homes, Travel Trailers or other (3) Temporary Mortgage & Rent payments (4) Home Repairs
206.101(j)	IHP/ Temp Housing- Furniture
206.101(f)	IHP/ Temp Housing- General Eligibility guidelines
206.101(c)(m)(3)(i)	IHP/ Temp Housing- Grounds for termination
206.101(r)	IHP/ Temp Housing- Location
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206.101(l)	IHP/ Temp Housing- Period of Assistance
206.101(b)	IHP/ Temp Housing- Program Intent
206.101(o)	IHP/ Temp Housing- Reports
206.101(i)	IHP/ Temp Housing- Utility Costs & Security deposit
9570.7	Immediate Needs Funding / SOP
FEMA 321p.69	Immediate Needs Funding/ INF
FEMA 322p. 90-91	Immediate Needs Funding/ INF
206.221(c)	Immediate Threat
FEMA 321p.70	Immediate Threat
FEMA 322p.26,38,66	Immediate Threat
206.7	Implementation of Assistance/ Other Federal Assistance
63.0	Implementation of Nat Flood Insurance Act of 1968
Info Sheet# 19-4/3/06	Improved, Alternate & Relocation Projects
FEMA 322p.22,67,86	Improved Natural Features
206.203(d)1	Improved Project
FEMA 321p.71	Improved Projects
FEMA 322p. 110-111	Improved Projects
206.221(d)	Improved Property
FEMA 321p.72	Improved Property
FEMA 322p.66-67,74	Improved Property

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FEMA 322p.38,55,74	Inaccessible Facilities
206.226(k)2	Inactive Facilities
FEMA 321p.73	Inactive Facilities
FEMA 322p. 26-27	Inactive Facility
206.32(e)	Incident
FEMA 322p. vi	Incident Command System (ICS)(Titles for PA)
206.32(f)	Incident Period
FEMA 321p.74	Incident Period
FEMA 322p. 29-30	Incident Period
61 App A(1) art 3 D	Increased Cost of Compliance coverage/Structures (ICC)
FEMA 322p.54,71,85	Increased Operating Expenses
FEMA 321p.75	Indian Tribal Governments
206.202(f)1	Indian Tribes
FEMA 322p.3,5,9,25	Indian Tribes
FEMA 322p. 65	Indirect Cost Reimbursement for States
6.30	Individual Access to Records
206.2(a)15	Individual Assistance (IA)
206.110	Individual Assistance (IA) – See Federal Assistance to IHP
Sub Part F	Individual Assistance (Other)
206.48(b)	Individual Assistance Factors
206.48(b)6	Individual Assistance Factors/Average Amount of IA
206.48(b)1	Individual Assistance Factors/Concentration of Damages
206.48(b)5	Individual Assistance Factors/Insurance
206.48(b)3	Individual Assistance Factors/Special Populations
206.48(b)2	Individual Assistance Factors/Trauma
206.48(b)4	Individual Assistance Factors/Voluntary Agency Assistance
206.117	Individual Assistance/ Housing assistance
206.131	Individual Assistance/ Individual & Family Grants
206.181(a)	Individual Assistance Programs/ Cora Brown Fund
206.171	Individual Assistance Programs/ Crisis Counseling Assistance
206.191(d)2	Individual Assistance Programs/ Delivery Sequence
206.164	Individual Assistance Programs/ Disaster Legal Services
206.141	Individual Assistance Programs/ Disaster Unemployment
206.191	Individual Assistance Programs/ Duplication Of Benefits
206.151	Individual Assistance Programs/ Food Commodities
206.161	Individual Assistance Programs/ Relocation Assistance
206.181	Individual Assistance Programs/ Use of Gifts & bequests
206.101	Individual Assistance/ Temporary housing assistance
FEMA 322p. 17,19	Ineligible Space
FEMA 322p. 76	Inspections (see Building Inspections
206.250-253	Insurance
FEMA 321p.76	Insurance

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59.1	Insurance and Hazard Mitigation
9530.1	Insurance Codes – (Policy)
9580.3	Insurance Considerations / Fact Sheet
61.0	Insurance Coverage and Rates
206.48(a)3	Insurance Coverage in Force
9525.3	Insurance/ Duplication of Benefits – (Policy)
75.0	Insurance/ Exemption of State Owned Properties
9530.1	Insurance/ Reductions – (Policy)
FEMA 322p. 123	Insurance Requirements/ All Disasters
206.250(a)	Insurance Requirements/ Public Assistance
206.252	Insurance Requirements/ Public Assistance/ Flood Damages
206.253	Insurance Requirements/ Public Assistance/ Other Damages
75.14	Insurance Requirements/ Self-Insurance(States)
9580.2	Insurance Responsibilities for Field Personnel – (Fact Sheet)
9570.11	Insurance Review (Policy)
2 CFR Part 200	Interim Guidance
9550.3	Interim Policy of Fire Suppression (Policy)
9524.7	Interim Welded Steel Moment Frame Policy (Nisqually Quake)
7.943	Investigation/ Enforcement
FEMA 321p.72	Irrigation Facilities
FEMA 322p.10,18,82	Irrigation Facilities
206.221(e)3	Irrigation Facility
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9580	Job Aids & Fact Sheets
FEMA 322p. 3	Joint Field Office (JFO)
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9570.4	Kickoff Meeting / SOP
FEMA 321p.78	Kickoff Meeting
FEMA 322p.89,94,96	Kickoff Meeting
FEMA 323p.21-22	Kickoff Meeting – Who and What
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FEMA 322p. 42-47	Labor
206.221(b)-206.228	Labor Costs
FEMA 321p.79	Labor Costs
9525.7	Labor Costs/ Emergency Work – (Policy)
60.1	Land Management and Use
FEMA 321p.80	Landslides

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FEMA 322p. 81-82	Landslides
9524.2	Landslides and Slope Failures – (Policy)
206.203(c)1	Large Projects
206.205(b)	Large Projects
FEMA 321p.81	Large Projects
FEMA322p95-98,105	Large Projects
FEMA 323p. 49-55	Large Projects
9521.3 (G)	Lease Agreements – (Policy)
206.223	Legal Responsibility
FEMA 321p.82	Legal Responsibility
FEMA 322p.23	Legal Responsibility – Facility
FEMA 322p. 30-31	Legal Responsibility – Work
59.1	Levee (Definition)
65.10	Levee System/ Protected Areas
9524.3	Levee Rehabilitation – (Policy) Memo updating 08/05/2009
FEMA 321p. 57	Levees (see Flood Control Works)
FEMA 322p. 24,82	Levees (see Flood Control Works)
206.226(i)	Libraries
FEMA 321p. 83	Libraries
FEMA 322p.10,12,18	Libraries
206.226(i)	Library Books and Publications
206.66	Limitation on Expenditures (\$5,000,000 / Emergency) Declaration)
206.365	Loan Administration
206.367	Loan Repayment
206.45	Loans/ Non-Federal Share
9570.20	Local Hire at JFO (Policy)
201.6	Local Mitigation Plans
9530.1	LOMA/ LOMR/ Letter of Map Revision – (Policy)
FEMA 322p. 16-17	Long Term Care Facilities
206.226(a)(3)	Loss of Revenue
FEMA 322p.54,71,85	Loss of Revenue
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206.2(a)17	Major Disaster
206.36	Major Disaster Declaration
206.37(c)1	Major Disaster Recommendation
FEMA 322p.22,38,82	Maintenance
207.1-207.10	Management Costs
207.3	Management Costs/ Applicability & eligibility
207.2	Management Costs/ Definitions
207.5(b-e)	Management Costs/ Determination- Lock-in.

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REFERENCE	COMMON TERM USED
207.5(a-e)	Management Costs/ Determination- mgmt cost
207.5(b)(4)(iii)	Management Costs/ Determination- mgmt cost-Emerg dec
207.5(b)(4)(i)	Management Costs/ Determination- mgmt cost-Major dec
207.5(c)	Management Costs/ Determination- mgmt cost-max amount
207.5(b)(4)	Management Costs/ Determination- mgmt cost- Rates
9525.9	Management Costs/ Direct Admin Costs (Section 324)
207.8(a-f)	Management Costs/ Funding oversight
207.8(f)	Management Costs/ Funding oversight/ Audit requirements
207.8(d)	Management Costs/ Funding oversight/ Closeout
207.8(f)	Management Costs/ Funding oversight/ Document retention
207.8(b)	Management Costs/ Funding oversight- Period of availability
207.8(c)	Management Costs/ Funding oversight- Report requirements
207.7(a-f)	Management Costs/ Procedures for requesting mgmt cost
207.4(a-c)	Management Costs/ Responsibilities
207.6(a-c)	Management Costs/ Use of funds
206.111	Manufactured Housing Sites (Definition)
72.0	Map Changes Procedures & Fees
70.0	Map Correction Procedure
RD 2006-2	Mass Sheltering & Housing Assistance
FEMA 322p. 62	Master Service Agreements
FEMA 321p.84	Materials
FEMA 322p. 48	Materials
9525.12	Materials/ Disposition of Eq, Supplies & Salvaged – (Policy)
FEMA 322p. 44	Mechanics – Force Account
9525.4	Medical Care & Evacuations – (Policy)
FEMA 322p.10-13,16	Medical
206.221(e)5	Medical Facility
FEMA 322p. 17	Medical Office Buildings
FEMA 322p. 71-72 Supplies	Medical Supplies
9521.3(E)	Membership Fees – (Policy)
302.4	Merit Personnel System
206.202(d)2	Minimum DSR Amount
FEMA 322p. 98-99	Minimum Project Threshold
9523.8	Mission Assignments for ESF 10 – (Policy)
FEMA 322p. 76-78	Mission Assignments (see Direct Federal Assistance)
206.14	Misuse of Funds
9526	Mitigation
201.0	Mitigation Planning
FP 302-405-1461	Mitigation Policy- Limits on HMA Acquired Lands
FEMA 322p.116,124	Mitigation (see Hazard Mitigation)
206.35(d)	Modified Declaration for Federal Emergencies
206.37(d)	Modified Federal Emergency Recommendation

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REFERENCE	COMMON TERM USED
FEMA 321p.85	Mold
FEMA 322p.32-33,83	Mold
9580.100	Mold Remediation – / Fact Sheet
200.328	Monitoring & Reporting Program Performance
9523.10	Mosquito Abatement/ Vector Control – (Policy)
FEMA 321p.137	Mosquito Abatement (see Vector Control)
206.221(e)(7)	Museums
FEMA 321p.86	Museums
FEMA 322p.10,18,84	Museums
9521.2	Museums/PNP Eligibility – (Policy)
FEMA 321p.87	Mutual Aid Agreement
13.36(b)5	Mutual Aid Agreement/ PACT
FEMA 322p. 50-51	Mutual Aid Agreements
9523.6	Mutual Aid Agreements/PA & Fire Mgmt – (Policy)
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FEMA 321p. 88	National Environmental Policy Act (NEPA)
FEMA 322p. 128-130	National Environmental Policy Act (NEPA)
73.0	National Flood Insurance Act of 1968-Implementation
206.251(d)	National Flood Insurance Program (NFIP)
FEMA 322p.76,120	National Flood Insurance Program (NFIP)
FEMA 322p. 2,44	National Guard
9560.3	National Historic Preservation Act/ NHPA – (Policy)
FEMA 321p.89	National Historic Preservation Act/ NHPA
FEMA 322p. 130-131	National Historic Preservation Act/ NHPA
8.0	National Security information
208.0	National Urban Search & Rescue Response System
FEMA 322p.22,67,86	Natural Features
FEMA 322p.25,80,134	Natural Resources Conservation Service (NRCS)
9524.3	Natural Resources Conservation Service (NRCS) – (Policy)
206.223(e)	Negligence
FEMA 321p.90	Negligence
FEMA 322p. 31-32	Negligence
9560.1	NEPA/ Environmental – (Policy)
FEMA 321p.88	NEPA/ Environmental
59.1	NFIP
9.5(f)	NFIP
77.1	NFIP / Acquisition of Flood Damaged Structures
67	NFIP / Appeals from proposed Flood Elevation determinations
61 App A (1)	NFIP / Article 1-11 Dwelling Form
61 App A (2)	NFIP / Article 1-9 General Property Form

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REFERENCE	COMMON TERM USED
61 App A (3)	NFIP / Article 1-11 Residential Condo Associations
61 App A (4)	NFIP / Article 9 Endorsement to Dwelling Form
61 App A (5)	NFIP / Article 8 Endorsement to General Property
61 App A (6)	NFIP / Article 10 Endorsement to residential condominium
65.12	NFIP / Base Flood Elevation Determinations-Encroachments
65.6	NFIP / Base Flood Elevation Determinations- Revisions
59.21	NFIP / Community Eligibility Requirements
63.2	NFIP / Condemnation in Lieu of Certification-sec. 1306(c)
61 app A(3)	NFIP / Condominium Policy
61 app A, Article 7	NFIP / Deductibles
73.3	NFIP / Denial of Flood Insurance coverage-sec. 1316
61 app A(1)	NFIP / Dwelling Form
61 app A(1) Art. 9B	NFIP / Dwelling Form / Fraud and Concealment
61 app A(1) Art. 4	NFIP / Dwelling Form / Losses Covered
61 app A(1) Art. 3	NFIP / Dwelling Form / Losses not covered
61 app A(1) Art. 8	NFIP / Dwelling Form / Replacement Cost Provisions
61.11	NFIP / Effective date and time of New Policy coverage
75	NFIP / Exemption of State properties under self insurance
64.3	NFIP / Flood Insurance Maps (FIRM's)
78	NFIP / Flood Mitigation Assistance (FMA)
78.12	NFIP / Flood Mitigation Assistance (FMA) Eligible projects
65.7	NFIP / Floodway Revisions
61 app A(2)	NFIP / General Property Form
61 app A(2) Art. 3	NFIP / General Property Form / Losses not covered
61 app A(2) Art 4	NFIP / General Property Form / Property covered
61 app A(2) Art 6	NFIP / General Property Form / Property not covered
61.17	NFIP / Group Policy
61.4	NFIP / Limitation on Coverage
72	NFIP / Map Changes procedures and fees
70	NFIP / Map correction procedures
65.10	NFIP / Mapping of areas protected by Levee systems
61.6	NFIP / Maximum amounts of coverage available
61.10	NFIP / Minimum premiums
61.12	NFIP / Rates based on a flood protection system
73.3	NFIP / Section 1316(Denial)
61.13	NFIP / Standard Flood Insurance Policy
75.1	NFIP / State Exemption for Self Insurance
62.23	NFIP/ Write-Your-Own (WYO) Companies
FEMA 321p. 89	NHPA (National Historic Preservation Act)
9523.1	NOAA Data utilized by FEMA – (Policy)
206.228(a)1	No Established Rates
206.202(c)	NOI (Request for Public Assistance/RPA)

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REFERENCE	COMMON TERM USED
FEMA 322p.12,13-15	Non-Critical Services
7.0	Nondiscrimination in Federally-assisted programs
206.11	Nondiscrimination in Disaster Assistance
206.9	Non Liability
303.4	Notice of Intention to Withhold Payments
206.202(c)	Notice of Interest (NOI) (Form 90-49)
FEMA 322p.93	Notice of Interest (NOI) (Form 90-49)
206.39	Notification of Disaster Declaration
FEMA 322p.25,80-82	NRCS/ Natural Resources Conservation Service
9525.4	Nursing Facilities – (Policy)
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206.226(a)	OFA (Other Federal Agencies) Programs
302.2(n)	OMB Circular A-87 / Cost Principals
302.2(o)	OMB Circular A-102 / Uniform Administrative Requirements
9521.3	Open to Public/ PNP’s – (Policy)
FEMA 322p.38,48,111	Operating Costs
206.120(b)	Options for Recipients to implement IHP(see IHP-Adm Options)
206.226(a)	Other Federal Agencies
FEMA 321p.91	Other Federal Agencies
FEMA 322p.23-26,41	Other Federal Agencies
FEMA 322p. 12,16	Outpatient Facilities
FEMA 321p.79	Overtime (see Labor Cost)
FEMA 322p. 42-47	Overtime (see Regular & Overtime)
FEMA 322p. 89	Overview (see Process overview)
9521.3	Ownership/PNP’s – (Policy)
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FEMA 322p.vi,4,89,92	PAC Crew Leader (Public Assistance Coordinator)
9570.21	PA Crew Leader Transition at JFO
FEMA 322p.vi,4,8	PA Group Supervisor (Public Assistance Officer)
9570.23	PA Group Supervisor Transition at JFO
FEMA 322p. 72	Pandemic
9580.106	Pandemic Influenza (Fact Sheet)
FEMA 322p.vi,4,96,98	PA Project Specialist (Project Officer)
9570.16	PA Recovery of Improper Payments (Policy)
206.221(e) & (h)	Parks & Recreational Areas
FEMA 321p.92	Parks & Recreational Areas & Other Facilities
FEMA 322p.19,21,86	Parks & Recreational Areas & Other
9524.5	Parks & Recreational Areas/Trees-Shrubs-etc. – (Policy)
206.15(a)	Party Liable

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REFERENCE	COMMON TERM USED
FEMA 322p.vi,4-5,96	PA Technical Specialist (Specialist)
9525.4	Patient Transport – (Policy)
FEMA 321p.93	Payment of Claims
206.205(b)	Payment of Claims/ Large Projects
206.205(a)	Payment of Claims/ Small Projects
9525.11	Payment of contractors for Grant management tasks
206.33	PDA
206.48 (a) & (b)	PDA (See Factors for Evaluating Disaster Damages)
FEMA 321p. 94	Performing Arts Facilities
FEMA 322p.10,12,18	Performing Arts Facilities
FEMA 322p. 42-47	Permanent Employees
FEMA 322p. 39-40	Permanent Relocation
221.1	Permanent Relocation Assistance (CERCLA or Superfund)
9580.102	Permanent Relocation – (Fact Sheet)
9524.8	Permanent Repair & Replacement of Roads on Tribal lands
206.201(g)-206.226	Permanent Work
FEMA 321p.95	Permanent Work
FEMA 322p.66,79-87	Permanent Work
9580.210	Personal Assistance Service in Shelters (Fact Sheet)
9523.19	Pet Evacuations & Sheltering/ Eligibility – (Policy)
FEMA 321p. 96	Pets
FEMA 322p. 72	Pets
FEMA 322p. 52	Piggyback Contracting
206.210	Pilot Program-Dispute Resolution (Binding arbitration)
9524.5	Plantings/Shrubs etc. – (Policy)
FEMA 322p7,42,45,73	Policies
9525.1	Post Disaster Property Tax Assessment – (Policy)
206.33(a)	Pre-assessment Of Damages by the State
FEMA 322p. 79	Pre-Disaster Capacity (see Capacity)
206.201(h)	Pre-disaster Design
FEMA 321p.97	Pre-disaster Design
FEMA 322p. 79	Pre-Disaster Design (see Design)
DAP-1001	Pre-Disaster Emergency Declaration Requesy
FEMA 322p. 79	Pre-Disaster Function (see Function)
201.2	Pre-Disaster Mitigation (PDM) Program
206.33	Preliminary Damage Assessment (PDA)(see Damage Assess)
FEMA 321p.98	Preliminary Damage Assessment (PDA)
FEMA 322p.2,90-91	Preliminary Damage Assessment (PDA)
10.9	Preparation Of Environmental Assessments
206.38	Presidential Determination
206.203(d)2	Prior to Construction – (Alternate Project)
FEMA 322p. 44	Prison Labor

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REFERENCE	COMMON TERM USED
6.0	Privacy Act Of 1974
206.226(b)	Private-Non Profit Applicant Application Procedure (SBA)
206.221(f)	Private-Non Profit (PNP) Organizations
FEMA 321p.99	Private-Non Profit Applicant
FEMA 322p. 15	Private-Non Profit Application Process (Fig 1)
9521.1	Private-Non Profit/ Community Centers – (Policy)
9580.6	Private-Non Profit/ Electric Utility Repair (Policy)
FEMA 322p. 10-11,13	Private-Non Profit/ Eligibility Criteria
FEMA 322p. 15-19	Private-Non Profit/ Eligible Services
FEMA 322p. 12	Private-Non Profit/Facilities-Perm Work (Table 1)
FEMA 321p.100	Private-Non Profit/ Facility (see Policy 9521.1)
206.221(e)-206.223(b)	Private-Non Profit/ Facility –Critical Services
FEMA 321p.101	Private-Non Profit/ Facility –Critical Services
206.221(e)	Private-Non Profit/ Facility-Eligible applicants
9521.3	Private-Non Profit/ Facility Eligibility – (Policy)
FEMA 322p. 20	Private-Non Profit/Ineligible Services or Facilities
FEMA 322p.13	Private-Non Profit/Membership Requirements
FEMA 322p.19-20	Private-Non Profit/ Mixed Use Facilities
9521.2	Private-Non Profit/ Museum Eligibility – (Policy)
206.221(f)	Private-Non Profit/ Tax Exemption Status
206.223(b)	Private-Non Profit/ Work Eligibility
206.208-206.222	Private Property
FEMA 321p.102	Private Property
206.8(d)	Procedures for Reimbursement/ Federal Agencies
FEMA 322p. 89	Process Overview
206.34(c)	Processing Request for DOD Resources
206.37	Processing Request for Declaration
206.37(c)2	Processing Request for Dec/ Emergency Recommendation
206.37(c)1	Processing Request for Declarations/ Major Disaster
206.37(d)	Processing Request for Declarations/ Modified Request
FEMA 322p.40,51,104	Procurement Procedures
9560.3	Programmatic Agreement- Historic Review (Policy)
FEMA 321p.89	Programmatic Agreement (see NHPA)
9570.14	Program Management & Grant Closeout (Policy)
206.204(f)	Progress Reports
FEMA 322p,141	Progress Reports
7.944	Prohibition Against Intimidation
206.201(I)	Project
FEMA 321p.103	Project
FEMA 322p.95,106,+	Project (see Large Projects/Small Projects)
206.201(j)-206.202	Project Approval
FEMA 321p. 104	Project Approval

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9570.5	Project Formulation / SOP
FEMA 322p. 94-108	Project Formulation
FEMA 323p. 15-16	Project Formulation
206.203(c)	Project Funding
206.203(c)1	Project Funding/ Large Projects
206.203(c)2	Project Funding/ Small Projects
206.203(d)	Project Funding Options
206.203(d)2	Project Funding Options/ Alternate Projects
206.203(d)3	Project Funding Options/ Improved Projects
FEMA 322p. 99	Project Location
206.200	Project Management (Administration) / Public Assistance
FEMA 322p.141-142	Project Management/ Audits
FEMA 322p.61-62	Project Management/ Costs
206.208(e)	Project Management/ Direct Federal Assistance
206.34(g)	Project Management/ DOD Resources
206.438	Project Management/ Hazard Mitigation
FEMA 322p.113	Project Management/ Record Keeping
FEMA 322p.115-116	Project Management/ Scope of Work Changes
FEMA 322p.114	Project Management/ Time Limits
206.204	Project Performance/ PA
206.204(e)	Project Performance/ PA-Cost Overruns
206.204(b)	Project Performance/ PA-Advance of Funds
206.204(f)	Project Performance/ PA-Progress Reports
206.204(d)	Project Performance/ PA-Request for Time Extensions
206.204(c)	Project Performance/ PA-Time Limitations
9570.15	Project Specialist Transition at JFO
9525.6	Project Supervision & Management Costs of Subrecipients
206.202(d)	Project Worksheet (PW)
FEMA 321p. 105	Project Worksheet (PW)
FEMA 322p. 96-97	Project Worksheet (PW)(Fig 6)
FEMA 323p.35-48	Project Worksheet (PW) – Details
9580.5	Project Worksheet Elements / Fact Sheet
9525.1	Property Tax Reassessment/ Post Disaster – (Policy)
9523.3	Provision of Temporary Relocation Facilities (Policy)
206.2(a)20	Public Assistance
FEMA 322p. 63-87	Public Assistance
206.202(d)1(ii)	Public Assistance/Additional Damage/time to report
206.207	Public Assistance/ Administrative & Audit Requirements
206.204(b)	Public Assistance/ Advance of Funds
206.228	Public Assistance/ Allowable Costs
206.228(a)1	Public Assistance/ Allowable Costs/ Applicant Owned Eq
206.228(a)	Public Assistance/ Allowable Costs/ Eligible Direct Costs

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REFERENCE	COMMON TERM USED
206.228(b)	Public Assistance/ Allowable Costs/ Eligible Indirect Costs
206.228(a)4	Public Assistance/ Allowable Costs/ Force Account Labor
206.228(a)3	Public Assistance/ Allowable Costs/ State Management Costs
206.228(a)2	Public Assistance/ Allowable Costs/ Statutory Admin Costs
9525.13	Public Assistance/ Alternate Projects – (Policy)
9580.104	Public Assistance/ Ambulance Services (Fact Sheet)
206.202	Public Assistance/ Appeals
206.206(d)	Public Assistance/ Appeals/ Associate Director
206.206(e)	Public Assistance/ Appeals/ Director
206.206(b)	Public Assistance/ Appeals/ Recipient
206.206(c)	Public Assistance/ Appeals/ Regional Director
206.206(a)	Public Assistance/ Appeals/ Subrecipient
206.201(a)	Public Assistance/ Applicant
206.222	Public Assistance/ Applicant Eligibility
9521	Public Assistance/ Applicant Eligibility – (Policy)
FEMA 323	Public Assistance Applicant Handbook
FEMA 323p. D-1-17	Public Assistance/ Applicant Record-Keeping Forms-Inst.
206.202	Public Assistance/ Application Procedures
206.207(c)2	Public Assistance/ Audit/ Federal
206.207(c)1	Public Assistance/ Audit/ Nonfederal
9525.11	Public Assistance/ Cat Z -Contract Task Payment – (Policy)
FEMA 322p. 98	Public Assistance/ Combining Creating-Work(Table 7)
9570.2	Public Assistance Coordinator / SOP
206.204(e)	Public Assistance/ Cost Overruns
206.203(b)	Public Assistance/ Cost Sharing
FEMA 321p.106	Public Assistance Crew Leader (former PAC)
FEMA 322p. vi,4,89 +	Public Assistance Crew Leader (former PAC)
FEMA 325	Public Assistance/ Debris Guide
206.224	Public Assistance/ Debris Removal
206.48(a)	Public Assistance Declaration/ Factors
206.48(a)(1)	Public Assistance Declaration/ Factors/Estimated costs
206.48(a)(4)	Public Assistance Declaration/ Factors/Hazard Mitigation
206.48(a)(3)	Public Assistance Declaration/ Factors/Insurance
206.48(a)(2)	Public Assistance Declaration/ Factors/Localized impacts
206.48(a)(6)	Public Assistance Declaration/ Factors/Other assistance
206.48(a)(5)	Public Assistance Declaration/ Factors/Recent disasters
206.228	Public Assistance/ Direct Federal Assistance
9520	Public Assistance Eligibility (Policy)
206.220	Public Assistance Eligibility
FEMA 322p. 7-87	Public Assistance Eligibility
FEMA 323p. B 1-13	Public Assistance Eligibility (Charts)
206.222	Public Assistance Eligibility (Applicant)

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REFERENCE	COMMON TERM USED
206.221(e)5	Public Assistance Eligibility (Custodial care facility)
206.221(e)6	Public Assistance Eligibility (Essential govt. service facility)
206.223(a)	Public Assistance Eligibility (Location of Damage)
206.224	Public Assistance Eligibility (Debris Removal)
206.221(a)	Public Assistance Eligibility (Educational institution)
206.225	Public Assistance Eligibility (Emergency Work)
206.221(e)4	Public Assistance Eligibility (Medical facility)
206.223(e)	Public Assistance Eligibility (Negligence)
206.221(f)	Public Assistance Eligibility (Private Nonprofit) (PNP)
206.221(h)	Public Assistance Eligibility (Public facility)
FEMA 323p. C-1-3	Public Assistance Eligibility (Questions)
206.226	Public Assistance Eligibility (Restoration)
206.227	Public Assistance Eligibility (Snow Removal)
206.223	Public Assistance Eligibility (Work)
206.225	Public Assistance Emergency Work
9523	Public Assistance Emergency Work – (Policy)
206.221(g)	Public Assistance Entity
206.223(d)	Public Assistance Essential Public Service
206.221(h)	Public Assistance Facility
206.203(c)1	Public Assistance Funding/ Large Projects
206.203(c)2	Public Assistance Funding/ Small Projects
206.203(d)2	Public Assistance Funding Options/ Alternate Projects
206.203(d)1	Public Assistance Funding Options/ Improved Projects
9580.205	Public Assistance Funding/ Public Housing (Fact Sheet)
206.223	Public Assistance/ General Work Eligibility
206.202(e)	Public Assistance/ Grant Approval
9580.212	Public Assistance/ Grant Contracting Questions (Fact Sheet)
206.202(b)	Public Assistance/ Recipient
9525.14	Public Assistance/ Recipient Admin Costs – (Policy)
FEMA 321p. 107	Public Assistance Group Supervisor (former PAO)
FEMA 322p. vi,4,8	Public Assistance Group Supervisor (former PAO)
FEMA 322	Public Assistance/ Guide
FEMA 323p.5-8	Public Assistance/ How to Apply
206.252	Public Assistance/ Insurance Exclusions
9580.2	Public Assistance/ Insurance Facts – (Policy)
206.250	Public Assistance/ Insurance Requirements
9530	Public Assistance Insurance Requirements – (Policy)
9525.9	Public Assistance/ Management Cost-Cat Z – (Policy)
206.223(e)	Public Assistance/ Negligence
206.202(c)	Public Assistance/ Notice of Interest (NOI)
206.205	Public Assistance/ Payment of Claims
206.205(b)	Public Assistance/ Payment of Claims/ Large Projects

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206.205(a)	Public Assistance/ Payment of Claims/ Small Projects
9580.102	Public Assistance/ Permanent Relocation-Fact Sheet
206.201(g)	Public Assistance/ Permanent Work
9580.210	Public Assistance/ Personal Assistance Service in Shelters
FEMA 321	Public Assistance/ Policy Digest
206.201(h)	Public Assistance/ Pre-disaster Design
9510	Public Assistance Program Administration/Appeals – (Policy)
FEMA 328	Public Assistance Program (Factsheet)
206.204(f)	Public Assistance/ Progress Reports
206.200	Public Assistance Project Administration
FEMA 322p.61-62	Public Assistance Project Management Costs
FEMA 322p. vi,4-5,96	Public Assistance Project Specialist (former Project Officer)
206.202(d)	Public Assistance/ Project Worksheet (FEMA Form 90-91) Public Assistance/ Publications Available from FEMA
FEMA 321	Public Assistance – Policy Digest
FEMA 322	Public Assistance – Public Assistance Guide
FEMA 323	Public Assistance – Applicant Handbook
FEMA 325	Public Assistance – Debris Management Guide
FEMA 327	Public Assistance – Debris Monitoring Guide
FEMA 329	Public Assistance – Debris Estimating Guide
9523.7	Public Assistance/ Public Housing Facilities (Policy)
206.204(d)	Public Assistance/ Request for Time Extensions
206.226	Public Assistance/ Restoration of Damaged Facilities
FEMA 322p. 101-102	Public Assistance/ Scope of Work-Examples
FEMA 322p.115-136	Public Assistance/ Special Considerations
206.207(b)	Public Assistance/ State Administrative Plan
FEMA 322p.vi,4-5,96	Public Assistance Technical Specialist (former Specialist)
206.204(c)	Public Assistance/ Time Limitations
206.204(c)1	Public Assistance/ Time Limitations/ Deadlines
206.204(c)2	Public Assistance/ Time Limitations/ Exceptions
5.20	Publication of Rules and General Policies in Federal Register
FEMA 322p. 21-22	Public Entities
206.221(g)	Public Entity
206.221(h)	Public Facility
FEMA 322p. 26	Public Housing Authority (PHA)
FEMA 322p. 73	Pumping- Widespread
9523.20	Purchases & Distribution of Ice (Policy)
352.1	Radiological Assistance/ Commercial Nuclear Plants
351.26	Radiological Assistance/ Dept of Agriculture

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351.28	Radiological Assistance/ Dept of Commerce
351.27	Radiological Assistance/ Dept of Defense
351.24	Radiological Assistance/ Dept of Energy
351.23	Radiological Assistance/ Dept of Health & Human Service
351.25	Radiological Assistance/ Dept of Transportation
351.22	Radiological Assistance/ Environmental Protection Agency
351.21	Radiological Assistance/ Nuclear Regulatory Commission
351.1	Radiological Emergency Planning
206.228(a)1	Rates Established Under State/ Local Guidelines
FEMA 321p.108	Reasonable Cost
FEMA 322p.40-41,51	Reasonable Cost
FEMA 321p.109	Reassigned Employee
FEMA 322p. 43	Reassigned Employee
206.48(a)5	Recent Multiple Disasters
206.201(e)	Recipient
FEMA 321p.64	Recipient
FEMA 322p. 3,5,9	Recipient
9525.14	Recipient Administrative Costs – (Policy)
206.202(b)	Recipient (Application Procedures)
FEMA 322p. 137-138	Record Keeping
FEMA 322p. 138,142	Record Retention
5.3(a)	Records
5.26	Records Access/ “Open to the Public” / Rules For Inspection
5.4	Records/ Availability
5.46(c)	Records/ Fee Schedule to make copies (.15 per page)
5.42	Records/ Fees to be Charged
5.8	Records/ Litigation
6.3	Records/ “Privacy Act statements”
5.51	Records Request/ Submission
11.42	Record Retention and Access Requirements
9521.3	Recreation Centers – (Policy)
FEMA 322p. 53	Registry, Debris (see Debris Registry)
FEMA 322p. 42-47	Regular Time & Overtime
FEMA 322p. 7-8	Regulations
9524.3	Rehabilitation Assistance for Levees/Flood control – (Policy)
FEMA 322p.11,16-18	Rehabilitation Facilities
206.221(e)(6)	Rehabilitation Facility
FEMA 321p.110	Rehabilitation Facility
206.8	Reimbursement of Other Federal Agencies
9521.3	Religious purposes/ Eligibility – (Policy)
206.226(g)	Relocation Assistance (Permanent)
9523.3	Relocation Costs – (Policy)

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9523.3	Relocation Assistance/ Temporary – (Policy)
206.226(f)	Relocation Guidelines
FEMA 322p. 39-40	Relocation of a Facility – Permanent (see Permanent Reloc.)
FEMA 322p. 38-39	Relocation of a Facility – Temporary (see Temporary Reloc.)
FEMA 321p.111	Relocation/ Permanent
9580.102	Relocation & Permanent Relocation Clarification / Fact Sheet
FEMA 321p.112	Relocation/ Temporary
206.15(b)	Rendering of Care
9443.1	Rental Assistance Rate increases
206.345	Repair/ Exceptions/ Coastal Barrier Act
206.344	Repair / Limitations/ Coastal Barrier Act
206.345(a)6	Repair of Nonstructural Projects/ Shoreline Stabilization
206.226(d) &(f)	Repair vs Replacement (50% rule)
FEMA 321p.113	Repair vs Replacement (50% rule)
FEMA 322p.36-38,83	Repair vs Replacement (50% rule)(Cost Deter-Table 2)
9524.4	Repair vs Replacement(50% rule)Facility Eligibility – (Policy)
201.22	Repetitive Flood Claims Program (RFC)
61 App A(1)art 3 D1	Repetitive Loss Structure
9524.9	Replacement of Animals Associated with Eligible Facilities
9524.10	Replacement of Equipment, Vehicles & Supplies (Policy)
9524.6	Reproductions/ Art – (Policy)
206.40(c)	Request for Additional Disaster Designations
206.34	Request for DOD Resources
206.34(c)	Request for DOD Resources/ Implementation of Assistance
206.34(b)	Request for DOD Resources/ Request Process
206.35	Request for Emergency Declarations
206.35(d)	Request for Emergency Declarations/ Modified Request
206.36	Request for Major Disaster Declarations
206.202(c)	Request for Public Assistance (RPA)
FEMA 321p.114	Request for Public Assistance (RPA)
FEMA 322p. 92,93	Request for Public Assistance (RPA) (Request)(Fig 5)
206.204(d)	Request for Time Extension
60.1	Requirement for Floodplain Management Regulations
60.11	Requirements for State Floodplain Management Regulations
200.329	Reporting on Real property
9525.16	Research-related Equipment & Furnishings (Policy)
9580.213	Residential Electrical Meter Repair (Fact Sheet)
FEMA 322p. 134	Resource Conservation & Recovery Act
206.42	Responsibilities of Coordinating Officers
206.226(a-k)	Restoration of Damaged Facilities
9524	Restoration of Damaged Facilities – (Policy) (9524.1-9524.11)
206.226(j)	Restrictions/ Alternate Use & Inactive Facilities

Appendix B

Applicant Guidance and Regulation Cross Reference

REFERENCE	COMMON TERM USED
200,337)	Restrictions on Public Access to records
200.333	Retention and Access Requirements for Records
200.333	Retention of Records (period of time) 3 years .
200.336	Right of Access to Records
9530.1	Retroactive Application/ LOMA-LOMR – (Policy)
FEMA 321p.115	Roads
FEMA 322p.25,79-82	Roads
9524.8	Roads/ Permanent Repair-Replacement on Tribal Lands
206.221(h)-206.226	Roads/ Streets
FEMA 322p. 106	R.S. Means
-S-	
9523.2	Safety Inspections – (Policy)
FEMA 322p. 40,50	Salvage Value
9525.12	Salvaged Materials – (Policy)
9580.8	Sand Replacement (Eligible) on Public Beaches / Fact Sheet
206.210	Sandy Recovery Improvement Act (SRIA)
206.119(a)(1-2)	SBA Application Required for IHP Program
FEMA 322p9-12,15,73	Schools
FEMA 322p.96,101 +	Scope of Eligible Work (Examples)
206.202(d)	Scope of Work
FEMA 321p.29	Scope of Work (see Damage Description)
FEMA 322p.139-140	Scope of Work/ Changes
9525.7	Seasonal Employees – (Policy)
FEMA 322p. 42-43	Seasonal Employees
9525.9	Section 324 Management Costs & Direct Admin Costs(policy)
9570.13	Section 406 Hazard Mitigation Review
FEMA 321p.116	Seismic Safety
FEMA 322p. 35	Seismic Safety
9527.1	Seismic Safety – New Construction (Policy)
75.1	Self-Insurance
FEMA 321p.41-42	Senior Citizens Centers
FEMA 322p. 11,12,18	Senior Citizens Centers
FEMA 321p.117	Sequence of Events
201.2	Severe Repetitive Loss Program (SRL)
FEMA 322p. 18,25	Sewage Collection Systems
9523.15	Shelter Types/Congregate & Transitional – (Policy)
206.221(e)(6)	Shelter Workshops
FEMA 321p.118	Shelter Workshops
FEMA 322p. 11,12,18	Shelter Workshops
9524.5	Shrubs – (Policy)

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REFERENCE	COMMON TERM USED
9523.4	Slabs – (Policy)
9524.2	Slopes/Grades – (Policy)
200.321	Small and Minority Business Contracts
FEMA 321p.119	Small Business Administration/ SBA
FEMA 322p. 13-15	Small Business Administration/ SBA
FEMA 322p. 5-6	Small Disasters
206.203(c)2	Small Projects
FEMA 321p.120	Small Projects
FEMA322p95,106,137	Small Projects
206.205(a)	Small Projects
206.204(e)	Small Projects/ Cost Overruns
FEMA 323p. 41-47	Small Project Validation
FEMA 321p.121	Small State & Rural Advocate (SSRA)
206.227	Snow Assistance
9523.1	Snow Assistance & Severe Winter Storm- (Policy)
FEMA 322p. 76	Snow Removal
FEMA 321p.122	Snow Removal Assistance
9524.5	Sod/Trees/Plantings – (Policy)
9.7(c)1	Source of Flood Maps and Technical Information
9580.101	Special Community Disaster Loan Program / Fact Sheet
FEMA 321p.123	Special Considerations
FEMA 322p. 115-136	Special Considerations
FEMA 323p. 57-59	Special Considerations
FEMA 322p.115-136	Special Considerations/Issues that may result in loss of funds
FEMA 322p. 118	Special Considerations/ Questions (Fig 7)
206.251(e)	Special Flood Hazard Area
206.251(f)	Special Flood Insurance Policy
FEMA322pvi,4,96,117	Specialists (see PA Technical Specialist)
DSG R-VI – 01/26/05	Special Needs Shelters
9525.4	Special Needs Shelters/ Expenses – (Policy)
206.48(b)3	Special Populations
9524.2	Stabilization/Soil – (Policy)
FEMA 321p.124	Stafford Act, P.L. 93-288
FEMA 322 App A	Stafford Act, P.L. 93-288
9570	Standard Operating Procedures
FEMA 322p. 89-90	Standard Operating Procedures
201.4	Standard State Mitigation Plan
206.221(I)	Standards (Codes, Specifications Etc.)
206.13	Standards and Reviews
61.13	Standards/ Flood Insurance Policy Coverage
206.226(b)	Standards for Restoration
206.342(h)	Start of Construction

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REFERENCE	COMMON TERM USED
FEMA 321p.125	State Administrative Plan
206.302.2(f)	State Administrative Plan/ CCA
206.431(h)	State Administrative Plan for Hazard Mitigation
206.131(e)	State Administrative Plan for IFG Program
206.207(b)	State Administrative Plan for Public Assistance
302.2(u)	State Administrative Plan/ OMB 3067-0138
302.3(a)	State Administrative Plan/ Submission
302.3(a)(1-18)	State Administrative Plan/ Submission Requirement
FEMA 322p. 3	State Coordinating Officer (SCO)
206.2(a)24	State Emergency Plan
206.4	State Emergency Plans
201.2	State Hazard Mitigation Officer (SHMO)
FEMA 322p. 65	State Management Administrative Costs
FEMA 321p.126	State Management of Disasters (SMD)
FEMA 322p. 5-6	State Management of Disasters (SMD)
75.0	State owned properties self-insurance-exemption
206.202(b)	State Role
FEMA 321p.127	State Role
FEMA 322p. 7	Statute
206.228(a)2	Statutory Administrative Costs
FEMA 322p. 128-129	Statutory Exclusions
10.8(c)	Statutory Exclusions for Environmental Actions
9525.7	Straight Time – (Policy)
9570.24	Strategic Funds Management-Public Assistance
206.342(I)	Structure (see Building also)
63.13	Structures Subject to Imminent Collapse
Info Sheet -12/4/05	Stump Guidance – Hurricane Katrina/Rita
FEMA 322p. 68-69	Stump Removal
DSG # 17 – 11/30/04	Stump Removal Costs Eligibility – (see Policy-9524.5)
FEMA 321p.128	Stumps
206.201(k)	Subgrant
206.201(l)-13.3	Subgrantee (See Sub-recipient)
FEMA 321p.129	Subgrantee (See Sub-recipient)
FEMA 322p. 9-10	Subgrantee (See Sub-recipient)
9525.6	Sub-recipient/ Project Supervision & Management Costs-(Policy)
200.93	Sub-recipient
200.330	Sub-recipient & contractor determinations
206.342(j)	Substantial Improvements
220.1	Superfund (CERCLA)
9525.6	Supervision & Management Costs of Subrecipient – (Policy)
FEMA 322p. 44,61	Supervisors
10.10(c)	Supplemental Environmental Impact Statement

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REFERENCE	COMMON TERM USED
209.0	Supplemental Property Acquisition & Elevation asst.
200.94	Supplies
FEMA 322p.48,49,83	Supplies
9525.12	Supplies/Disposition of Equipment – (Policy)
FEMA 322p. 55-56	Surveys for Damage
180.600-645	Suspension/ Debarment
-T-	
206.223	Tax Assessments
FEMA 321p. 130	Tax Assessments
9525.1	Tax Assessments/ Post Disaster Property Tax – (Policy)
206.2(a)19	Tax Exempt Ruling/ IRS, Section 501©
206.221(f)1	Tax Exempt Status/ PNP’s
9525.1	Tax Reassessment – (Policy)
FEMA 321p.131	Technical Assistance Contractors (TAC)
206.33(b)	Team Briefing (PDA)
9525.15	Telecommunications Support Lines for States (Policy)
FEMA 321p.132	Temporary Employees
FEMA 322p. 43	Temporary Employees
206.101	Temporary Housing
206.2(a)25	Temporary Housing
206.101(c)1	Temporary Housing/ Adequate Alternate Housing
206.101(m)	Temporary Housing/ Appeals
206.101(q)	Temporary Housing/ Applicant Notification
206.101(e)	Temporary Housing/ Application Assistance (60 days)
206.101(h)	Temporary Housing/ Appropriate Form of housing
206.101(f)1	Temporary Housing/ Conditions of Eligibility
206.101(f)2	Temporary Housing/ Conditions of Ineligibility
206.101(c)	Temporary Housing/ Definitions
206.101(n)	Temporary Housing/ Disposition of Temporary Housing Units by: (1) Acq, (2) Sale, (3) Transfer
206.101(d)	Temporary Housing/ Duplication of Benefits
206.101(k)	Temporary Housing/ Duration of Assistance
206.101(c)(2)	Temporary Housing/ Effective date of assistance
206.101(f)	Temporary Housing/ Eligibility guidelines
206.101(c)3	Temporary Housing/ Essential Living Area
206.101(c)(4)	Temporary Housing/ Fair market rent
206.101(p)	Temporary Housing/ Federal Responsibility
206.101(c)(5)	Temporary Housing/ Financial ability
206.101(j)	Temporary Housing/ Furniture Assistance
206.101(f)	Temporary Housing/ General eligibility guidelines

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REFERENCE	COMMON TERM USED
206.101(m)(3)(i)	Temporary Housing/ Grounds for termination
206.101(g)(4)	Temporary Housing/ Home Repair Options
206.101(c)(6)	Temporary Housing/ Household
206.101(c)(7)	Temporary Housing/ Housing costs
206.101(g)(2)	Temporary Housing/ Mobile Homes & Travel Trailers
206.101(g)(3)	Temporary Housing/ Mortgages & Rental Assistance
206.101(s)	Temporary Housing/ Nonfederal Administration
206.101(c)(8)	Temporary Housing/ Occupant
206.101(c)(9)	Temporary Housing/ Owner-occupied
206.101(l)	Temporary Housing/ Period of Assistance
206.101(c)10	Temporary Housing/ Primary Residence
206.101(b)	Temporary Housing/ Program Intent
206.101(s)(1)	Temporary Housing/ State Assistance
206.101(m)3	Temporary Housing/ Termination of Assistance
206.101(m)(3)((C)(ii)	Temporary Housing/ Termination procedures
206.101(g)(1)(ii)	Temporary Housing/ Transient accommodations
206.101(g)	Temporary Housing/ Types
206.101(g)4	Temporary Housing/ Types/ Home Repairs & Options
206.101(g)2	Temporary Housing/ Types/ Mobile Homes or Trailers
206.101(g)3	Temporary Housing/ Types/ Mortgage or Rental payment
206.101(g)1	Temporary Housing/ Types/ Rent or repair
9455.1	Temporary Housing Unit Donations (Policy)
206.101(i)	Temporary Housing/ Utility Costs and Security Deposits
FEMA 322p. 38-39	Temporary Relocation
220.1	Temporary Relocation Assistance / Superfund Response
220.8	Temporary Relocation Assistance/ Eligible Categories
220.9	Temporary Relocation Assistance/ Ineligible Categories
220.18	Temporary Relocation Assistance/ State Administration
9523.3	Temporary Relocation Facilities – (Policy)
200.95	Termination
200.471	Termination costs
200.96	Third-party in-kind contributions
FEMA 322p. 50	Third Party Liability
FEMA 322p.53,103	Time and Materials Contracts
206.204(d)	Time Extensions
FEMA322p38,113,139	Time Extensions
FEMA 321p.133	Time Limits
FEMA322p38,138-139	Time Limits
206.206	Time Limitations/ Appeals
206.204(c)	Time Limitations/ Completion of Work
206.202(f)2	Time Limitations/ Deadlines (DSR's)
206.46(a)	Time Limitations/ Denial of Declaration Request

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REFERENCE	COMMON TERM USED
206.208(d)	Time Limitations/ Direct Federal Assistance
206.46(c)	Time Limitations/ Denial of Advance of Non-Federal Share
206.202(f)2	Time Limitations/ Extension of Time for DSR & NOI
206.46(d)	Time Limitations/ Extension of Time to Appeal
206.32(f)	Time Limitations/ Incident Period
206.131(j)	Time Limitations/ Individual and Family Grant Program (IFG)
206.250	Time Limitations/ Insurance
206.202(c)	Time Limitations/ Notice of Interest (NOI)
206.35(a)	Time Limitations/ Request for Emergency Declaration
206.36(a)	Time Limitations/ Request for Major Declaration
206.34(b)	Time Limitations/ Request for Utilization of DOD Resources
206.101(e)1	Time Limitations/ Temporary Housing Assistance
206.40(d)	Time Limits to Request
FEMA 321p. 139-147	Topic Cross-References Guide
200.472	Training/ Education costs
206.101(g) (ii)	Transient Accommodations
9443.2	Transitional Sheltering Asst. for Displaced Individuals
200.473	Transportation costs
200.474	Travel costs
FEMA 321p.134	Trees, Shrubs, & Other
FEMA 322p. 87	Trees, Shrubs, & Other
9524.5	Trees, Shrubs, & Other Plantings-facilities – (Policy)
9521.4	Tribal Government Funding – (Policy)
FEMA 322p3,5,9,25	Tribal Recipient
9524.8	Tribal Lands Road Repair & Replacement – (Policy)
201.7	Tribal Mitigation Plans
	-U-
FEMA322p41,103,106	Unit Costs
FEMA 321p. 24	Unit Prices (see Cost Codes)
200.97	Unliquidated obligations
200.98	Unobligated balance
FEMA 322p24,80,117	US Army Corps of Engineers (USACE)
FEMA 323p.viii,2,15	US Army Corps of Engineers (USACE)
9524.3	US Army Corps of Engineers/ Rehab Assistance – (Policy)
FEMA 322p.117,130	US Fish & Wildlife
206.10	Use of Local Firms
206.12	Use and Coordination of Relief Organizations
FEMA 321p.135	Utilities
FEMA 322p10,18,54	Utilities
206.221(e)2	Utility

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REFERENCE	COMMON TERM USED
	-V-
FEMA 321p.136	Validation
FEMA 322p. 96,106	Validation
9570.6	Validation of Small Projects / SOP
FEMA 322p.96,106 +	Validation of Small Projects/ 20% Project Assessment
FEMA 321p. 137	Vector Control
FEMA 322p.53,74	Vector Control
200.99	Voluntary committed cost sharing
FEMA 321p.37	Volunteer Labor (see Donated Resources)
FEMA 322p. 56	Volunteer Labor (see Donated Resources)
206.2(a)27	Voluntary Organization
9525.2	Volunteer Work Credits – (Policy)
	-W-
206.221(h)	Water Control Facilities
FEMA 321p.138	Water Control Facilities
9524.3	Water Control Facilities – (Policy)
FEMA 322p. 82-83	Water Control Facilities
FEMA 322p. 90,106	Website-FEMA
9524.1	Welded Steel Moment Frame – (Policy)
9.7(d)1-4	Wetland Determination sequence
9.8	Wetland Public Notice requirements for any actions
FEMA 322p. 135	Wild & Scenic Rivers
303.4	Withhold Payments/ Notice of Intent
FEMA 322p. 29-40	Work
62.23	Write Your Own (WYO) Program
	-Z-
FEMA 321p. 41,100	Zoos (see Eligible Applicants & PNP Facilities)
FEMA 322p. 10,12,18	Zoos
206.221 (e) (7)	Zoos



Appendix C
**Acquisition Final Inspection
Worksheet**

C

Demolition Final Inspection Worksheet

Please Note: Before the Final Inspection is considered complete, the following documentation must be attached to the back of this worksheet:

- Hazardous Materials Survey – The report must identify the location of the survey, identification of any hazardous materials, and condition of the materials.
- Photograph Log – A minimum of four (4) photographs from each side of the property must be taken at the demolition site upon final inspection indicating that all work has been successfully executed and completed.

Property Information			
Street Address:			
City:	State:	Zip Code:	
Inspection Details			
Employee Name / Title:		Date Conducted:	
Hazardous Materials Survey			
Was a Hazardous Materials Survey completed for the property? Please attach behind this form.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>Comments:</i>
Date of Survey:	Survey Performed By:		
Were any materials identified as hazardous to the property (i.e., asbestos, lead based paints, etc.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>Comments:</i>
<i>If yes, what methods were used to dispose of hazardous materials?</i>			
Structure Demolition and Debris			
Were all structures removed from the property (this includes garage, sheds, etc.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>Comments:</i>
Date of Demolition Completion:			
Was demolition debris removed to an approved landfill (this includes debris from the demolition of the home, garage, driveways, sidewalks, and slabs)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>Comments:</i>

Was the property foundation removed at least 1 foot below the finished grade of the site (this includes foundations, driveways, sidewalks, and slabs)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Comments:
Has the demolished site been graded, leveled, and stabilized appropriately?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Comments:
Utilities			
Were all abandoned utilities removed at least 2 feet below the finished grade of the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Comments:
Were all wells capped and associated components removed at the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Comments:
If applicable, was the septic tank removed from the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Comments:
<i>If not removed, were the septic tank floors and walls cracked so the tank will not hold water and filled with sand or other clean fill?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Comments:

Additional Notes:

Employee Certification:

I certify that to the best of my knowledge the information on this form and all supporting documentation is true and complete.

Signature: _____

Date: _____



Appendix D
FDEM Required Forms

D

DIVISION REQUIRED FORMS

- ▶ **Joint HMGP/FMA Application and Checklist**
- ▶ **FEMA Form 90-49 (Request for Public Assistance)**
- ▶ **Sample Public Notice**
- ▶ **Subgrant Agreement**
- ▶ **Notice of Asbestos Renovation or Demolition**
- ▶ **Acknowledgement of Conditions Form for SFHA**
- ▶ **Damage Frequency Assessment Worksheet**
- ▶ **Declaration and Release Form**
- ▶ **Model Deed Restriction**
- ▶ **Model Statement of Assurances for Property Acquisition Projects**
- ▶ **Notice of Voluntary Interest Sample (Town Hall Version)**
- ▶ **Quarterly Report**
- ▶ **Statement of Voluntary Participation**

DIVISION REQUIRED FORMS

Joint HMGP/FMA Application and Checklist

STATE OF FLORIDA – HAZARD MITIGATION GRANT PROGRAM APPLICATION

THIS SECTION FOR STATE USE ONLY

FEMA- 4177-DR-FL

- | | | |
|--|--|---|
| <input type="checkbox"/> Standard HMGP | <input type="checkbox"/> 5% Initiative Application | <input type="checkbox"/> Application Complete |
| <input type="checkbox"/> Standard FMA | <input type="checkbox"/> Initial Submission or | <input type="checkbox"/> Re- Submission |

Support Documents

-
- Conforms w/ State 409 Plan
-
-
- In Declared Area
-
-
- Statewide

Eligible Applicant

-
- State or Local Government
-
-
- Private Non-Profit (Tax ID Received)
-
-
- Recognized Indian Tribe or Tribal Organization

Project Type(s)

-
- Wind
-
-
- Flood
-
-
- Other: _____

Community NFIP Status: (Check all that apply)
 Participating Community ID#: _____

Reviewer Phone#: _____

Reviewer Fax#: _____

 In Good Standing Non-Participating CRS

Reviewer E-Mail: _____

Date Application Received: _____

State Application ID: _____

State Reviewer: _____

Signature: _____

Date: _____

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this application, please contact your State Emergency Management Division at (850) 922-5944.

A. To Fill Out This Application: Complete all sections that correspond with the type of proposed project

General Application Sections: All applicants must complete these sections

Environmental Review: All applicants must complete these sections

Maintenance Agreement: Any applications involving public property, public ownership, or management of property

Damage Frequency

Assessment Worksheet: Acquisition, Elevation, Floodproofing (if FIS and H&H are unavailable) -- one worksheet per structure

Flood-Drainage

Improvement Worksheet: Acquisition, Elevation, Floodproofing (if FIS and H&H are available) -- one worksheet per structure

Tornado Worksheet: Safe Room Projects only

Wind Retrofit Worksheet: Wind retrofit projects only -- one worksheet per structure

Request for Public

Assistance Form: FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable. If project type is Acquisition, these forms must be completed.

Acquisition Forms:

(Only one of the two *Notice of Voluntary Interest* forms is necessary.)

Model Statement of Assurances for Property Acquisition Projects

Declaration and Release

Notice of Voluntary Interest (Town Hall Version)

Notice of Voluntary Interest (Single Site Version)

Statement of Voluntary Participation

FEMA Model Deed Restriction Language

Application Completeness

Checklist:

All applicants are recommended to complete this checklist

B. Applicant Information
FEMA- _____ -DR-FL
DISASTER NAME: _____
Ex., FEMA-1609-DR-FL; Hurricane Wilma
Title / Brief Descriptive Project Summary: _____
1. Applicant (Organization): _____

DRAFT

2. Applicant Type:

State or Local Government

Recognized Native American Tribe

Private Non-Profit

3. County: _____
4. State Legislative House District(s): _____ State Legislative Senate District(s): _____
Congressional House District(s): _____
5. Federal Tax I.D. Number: _____
6. Data Universal Numbering System (DUNS): _____
7. FIPS Code*: _____
(*if your FIPS code is not known, please fill out FEMA Form 90-49 (Request for Public Assistance) so that the Department may obtain a FIPS code for you)
8. National Flood Insurance Program (NFIP) Community Identification Number (this number can be obtained from the FIRM map for your area): _____
9. NFIP Community Rating System Class Number (if available): _____
10. NFIP Last Community Assistance Visit Date (FMA ONLY): _____
11. Attach proof of current Flood Insurance Policy (FMA ONLY): _____

12. **Point of Contact**

Ms. Mr. Mrs. First Name: _____ Last Name: _____
Title: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
Email Address: _____

13. **Application Prepared by**

Ms. Mr. Mrs. First Name: _____ Last Name: _____
Title: _____ Telephone: _____ Fax: _____
Email Address: _____

14. **Authorized Applicant Agent (proof of authorization authority required)**

Ms. Mr. Mrs. First Name: _____ Last Name: _____
Title: _____ Telephone: _____ Fax: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Email Address: _____

Signature: _____

Date: _____

15. All proposed projects should be included in the county's Local Mitigation Strategy (LMS).
Attached is a letter of endorsement for the project from the county's Local Mitigation Strategy Chairperson. Yes No
16. Has this project been submitted and/or funded under a previous disaster event? If so please provide the disaster number and project number if available.

Section I. Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
 Flood Wind Storm surge Other (list): _____
2. Identify the type of proposed project:
 Elevation and retrofitting of residential or non-residential structure
 Acquisition and relocation Acquisition and demolition
 Wind retrofit Minor drainage project that reduces localized flooding
 Other (please explain)

3. List the total number of persons that will be protected by the proposed project:

4. Fill in the level of protection and the magnitude of event the proposed project will mitigate.
(e.g. 23 structures protected against the 100-year [1%] flood)

structure(s) protected against the _____ -year Flood (10, 25, 50, 100, or 500 year)

structure(s) protected against _____ mile per hour (mph) winds

5. **Engineered projects only** (e.g. Drainage Improvements, Erosion Control or other special project types. [Other special project types include drainage and other engineered projects. These projects are unlike acquisition, elevation or wind retrofits/shutters.]) Attach to this page **ALL** engineering calculations and design plans used to determine the above level of protection.

6. Project will provide protection against the hazard(s) above for _____ years. (i.e., what is the useful life of the project?)

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Please ensure that each proposed project is mitigation and not maintenance.**

2. Description of the existing problems:

3. Describe the type(s) of protection that the proposed project will provide:

4. Scope of Work (describe in detail what you are planning to do):

5. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP or FMA project:

Section II. Project Location (Fully describe the location of the proposed project.)

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and zip codes. If available, please provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

2. Title Holder:

3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? YES NO

4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. That is, **all** structures in project area.

<input type="checkbox"/> Residential property: _____	<input type="checkbox"/> Businesses/commercial property: _____
<input type="checkbox"/> Public buildings: _____	<input type="checkbox"/> Schools/hospitals/houses of worship: _____
<input type="checkbox"/> Other: _____	

B. Flood Insurance Rate Map (FIRM) showing Project Site

<input type="checkbox"/> Attach two (2) copies of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. <i>FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map.</i> FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1	
Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area).	
(See FIRM legend for flood zone explanations) (A Zone must be identified)	
<input type="checkbox"/> VE or V 1-30	<input type="checkbox"/> AE or A 1-30
<input type="checkbox"/> AO or AH	<input type="checkbox"/> A (no base flood elevation given)
<input type="checkbox"/> B or X (shaded)	<input type="checkbox"/> C or X (unshaded)
<input type="checkbox"/> Floodway	
<input type="checkbox"/> Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this zone. Please coordinate with your state agency before submitting an application for a CBRA Zone project).	
<input type="checkbox"/> If the FIRM Map for your area is not published , please attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.	

Attach a copy of a Special Flood Hazard Area Flood Insurance Assurance(s).

C. City or County Map with Project Site and Photographs

- Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
- Attach a USGS TOPO map with project site **clearly** marked on the map.
- For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired. The map should include the Tax ID numbers for each parcel, if possible.
- Attach photographs (a minimum of 2 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas, which affect the project site or will be affected by the project. For each structure, please include the following angles: front, back and both sides.

Section III. Budget/Costs

In this section, provide details of all the estimated costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. **Do not** include contingency costs in the budget. ***Avoid the use of lump sum costs.***

Note: To be eligible for HMA funding, pre-award costs must be identified as separate line items in the cost estimate of the application. This must be done in addition to filling out the HMGP Pre-Award Cost Request Form. Please mark each pre-award cost with an asterisk (*).

A. Materials

<i>Item</i>	<i>Dimension</i>	<i>Quantity</i>	<i>Cost per Unit</i>	<i>Cost</i>

B. Labor (Include equipment costs. Please indicate all “soft” or in-kind matches. All in-kind match must be identified in the Section III. Budget/Costs of this application.)

<i>Description</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>

C. Fees Paid (Include any other costs associated with the project.)

<i>Description of Task</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>

Total Estimated Project Cost \$ _____

Section IV. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because HMGP/FMA are federally funded programs, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, please provide the applicable documentation from this section to facilitate the NEPA compliance process.

- Detailed project description, scope of work, and budget/costs (Section I and Section III of this application).
- Project area maps with project site and staging area marked (Section II, part B & C of this application).
- Project area/structure photographs (Section II, part C of this application).
- Preliminary project plans.
- Project alternatives description and impacts (Section IV of this application).
- Please complete the applicable project worksheets. Dates of construction are required for all structures.
- Environmental Justice – Attach documents regarding evaluation (required) and satisfactory resolution (if necessary) of Environmental Justice issues (Highly Disproportionate, Adverse Impacts [effects] on Minority or Low Income Populations.) Documents can include public meeting records, media reports, letters from interested persons and groups, studies on population, ethnic groups, quality of life, housing, economics, transportation, public services, schools, public health, recreation, voting, etc.
- Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* (p. 10 of this application).

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

Are there low income or minority populations in the project area or adjacent to the project area? If yes, please describe any disproportionate and adverse effects to these populations.

To help evaluate the impact of the project, please indicate below any other information you are providing:

- Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- Attached materials or additional comments.

C. Information required for Tribal Consultations

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.
2. Provide information on any known site work or historic uses for project location.

- Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (ft) and vertical depths (sq ft) of all anticipated ground disturbance.

D. Alternative Actions

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative."

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

2. Other Feasible Alternative

Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Complete *all* of parts **a-e** (below) and include engineering details (if applicable).

a. Project Description for the Alternative

Describe, in detail, the alternative project. Also, explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s).

b. Project Location of the Alternative (describe briefly)

- Attach a map or diagram showing the alternative site in relation to the proposed project site
 Photographs (2 copies) of alternative site

c. **Scope of Work for Alternative Project**

d. **Impacts of Alternative Project**

Below, discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (upstream and downstream surface water impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

e. **Estimated Budget/Costs for Alternative Project**

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

1. Materials

<i>Item</i>	<i>Dimension</i>	<i>Quantity</i>	<i>Cost per Unit</i>	<i>Cost</i>

2. Labor (Include equipment costs. Please indicate all “soft” or in-kind matches.)

<i>Description of Task</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>

3. Fees Paid (Include any other costs associated with the project.)

<i>Description of Task</i>	<i>Hours</i>	<i>Rate</i>	<i>Cost</i>

Total Estimated Project Cost \$_____

HMGP ENVIRONMENTAL REVIEW
Information and Documentation Requirements by Project Type

Retrofits to Existing Facilities/Structures
Elevations
Acquisitions with Demolition

- ✓ Dates of Construction
- ✓ Concurrence from State Historic Preservation Officer if structure is 50 years or older, if work to be done is outside the existing footprint or if there is six (6) inches or more of ground disturbance.

Drainage Improvements

- ✓ Engineering plans/drawings
- ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands
 - Department of Environmental Protection
 - Water Management District
 - U.S. Army Corps of Engineers
- ✓ Concurrence letter from State Historic Preservation Office addressing archeological impacts. Required if there is six (6) inches or more of ground disturbance.
- ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats.
- ✓ If the project is in coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources.
- ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with environmental staff on project types not listed.

Section V. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The _____ of _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Subgrantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ the duly authorized representative
(printed or typed name of signing official)

_____,
(title)

this _____ (day) of _____ (month), _____ (year).

Signature* _____

****Please note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

HMGP Application Completeness Checklist

This checklist contains an explanation, example and/or reference for information requested in the application. Please use this checklist to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this checklist is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: _____

Applicant: _____

Application Requirements	Explanation of Information Required	✓
Title/Brief Descriptive Project Summary	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee City Hall Wind Retrofit)	
1. Applicant	Name of organization applying. Must be an eligible applicant.	
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, please attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	
3. County	Indicate county in which the project is located.	
4. State Legislative & Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site. For multiple sites, please list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	
5. Federal Tax I.D. Number	List the FEIN number. May be obtained from your finance/accounting department.	
6. DUNS Number	Include DUNS number in appropriate location on application. If none, please refer to HMGP FAQ's in Application Reference Material for instructions on obtaining a DUNS number.	
7. FIPS Code	List the FIPS Code. May be obtained from your finance/accounting/grants department. If none, please submit FEMA Form 90-49.	
8. NFIP ID Number	List the NFIP number. You must be a participating NFIP member to be eligible for HMGP funding. Please make sure that the number is the same as the panel number on the FIRM provided with the application.	
9. Point of Contact	Please provide all pertinent information for the point of contact. If this information changes once the application is submitted, please contact the HMGP staff immediately.	
10. Application Prepared By	Please provide the preparer information. May be different from the point of	

	contact (line 8) and/or the applicant’s agent (line 10).	
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>“An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or county Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the <u>resolution</u> by the governing body authorizing the signature authority for the individual signing must be provided.”</i>	
12. LMS Letter	A letter of endorsement for the project and its priority number from the Local Mitigation Strategy must be included. Refer to Sample LMS Letter . Applications without a letter of endorsement will not be processed.	

Section I - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards the Proposed Project will Mitigate	Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	
2. Identify the Type of Proposed Project	Describe the mitigation project being proposed. (Example: drainage, wind retrofit, etc.)	
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project.	
4. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, the product specifications should include product test results or a signed and sealed letter from a professional engineer assuring the wind standard, missile impact, etc.)	
5. Engineered Projects Only (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project (<i>for engineered projects only</i>).	
6. Life of the project	Determine the useful life of this project. If FEMA’s standard values are not used, please attach support documentation as a justification of the value entered. (Example: in a wind retrofit project, the product specifications should include product life.) FEMA’s standard values are: infrastructure and major drainage, 50; elevations and minor drainage, 30; wind, 15; acquisition, 100.	

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

<p>1. Existing Problem</p>	<p>Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, please describe the 406 activities.</p>	
<p>2. Type of Protection</p>	<p>Determine how the funding will solve the existing problem and provide protection.</p>	
<p>3. Scope of Work: What the Project Proposes to Do</p>	<p>Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[b][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[b][5][i])? See Sample Scope of Work Language</i> in HMGP Application Reference Material. Generators should not be included in the scope of work unless said generator only powers the mitigation element or is for a critical facility.</p>	
<p>4. On-Going or Proposed Projects in the Area</p>	<p>Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Answer Yes/No or unknown with an explanation required if yes. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), please describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with the above referenced HMGP application.</p>	

Section II - Project Location

A. Site

<p>1. Physical Location</p>	<p>List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude). The physical address must correspond with the address locations specified on maps submitted with the application.</p>	
<p>2. Title Holder</p>	<p>Provide the titleholder's name.</p>	
<p>3. Project Seaward of the CCCL?</p>	<p>Determine if the project site is located seaward of the Coastal Construction</p>	

	Control Line.	
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item 4.)	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to http://www.store.msc.fema.gov/ . See instructions on How to make a FIRMette.	
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area, proof of flood insurance will need to be provided. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	

Note: All maps must be linked to the application.

C. City or County Map with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to http://www.Digital-Topo-Maps.com	
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	
4. Site Photograph	At least two sets of photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas, which affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Please label photographs appropriately. In addition, CDs may be submitted.	

Note: All maps must be linked to the application.

Section III - Budget/Costs

Please make sure all calculations are correct. Provide a breakdown of materials, labor and fees paid for the proposed project. Support documentation must be attached, i.e. vendor’s quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. **Please make sure contingency costs are not included.** It is important to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	Describe the cost of materials.	
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use “in-kind” contribution as part of the 25% match. (Attach support documentation for in-kind match to detail wages and salaries charged for any in-kind contribution. No overtime wages can be used to satisfy “in-kind” match contributions).	
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	
Total Estimated Project Cost	Please make sure all calculations are correct. This figure should be the same as the figure for total funding.	

D. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 44 CFR 13.24 (b)(1).

1. Estimated FEMA Share	The estimated FEMA share is generally 75%. If the FEMA share is not 75%, assure actual amount is entered. It could be 50% or 35%, etc. of the total dollar amount of project depending on county allocation and LMS priority. This figure cannot exceed 75%.	
2. Estimated Local Share	May include all 3 sources, i.e. cash, “in kind” and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	
3. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only.</i>	
4. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA’s approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which	

	project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	
5. Total Funding	Total must represent (100%) of the total estimated project cost.	

E. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (<i>e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc. See Typical Project Milestones for estimated time-frames</i>) for the critical activities not to exceed a period of 3 years for performance. Milestones should not be grouped together but listed individually. Please allot for the appropriate amount of time.	
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Section IV - Environmental Review & Historic Preservation Compliance

A. No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Detailed Project Description, Scope of Work & Budget/Costs	Complete Sections I & III of the application.	
2. Project Area Maps	Complete Section II, part B & C of the application.	
3. Project Area/Structure Photographs	Complete Section II.	
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	
5. Project Worksheets – Dates of Construction Required on All Projects	Dates of construction are required for all structures. See worksheets.	
6. Documentation Requirements by Project Type	Provide any of the required documentation as listed on page 9 in the Information and Documentation Requirements by Project Type that may have already been obtained.	

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

<p>1. Documentation of Environmental Justice</p>	<p>Determine the proportion of the population, in either the project zip code or city, characterized as having a minority background, and proportion of the population living below poverty level. Go to http://www.census.gov/. If yes, complete Section IV, part B.</p>	
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C. Information required for Tribal Consultation

<p>1. Documentation for Tribal Consultation</p>	<p>For all projects with any ground disturbing activities, complete Section IV part C.</p>	
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D. Alternative Actions

<p>1. No Action Alternative</p>	<p>Please discuss the impacts on the project area if no action is taken.</p>	
<p>2. Other Feasible Alternative Action</p>	<p>Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[b][5][iii])</p>	
<p>a. Project Description for the Alternative</p>	<p>NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other <u>feasible</u> alternative must be provided. Describe how the alternative project will solve the problem and provide protection from the hazard.</p>	
<p>b. Project Location of the Alternative (describe briefly)</p>		
<p>c. Scope of Work for Alternative Project</p>		
<p>d. Impacts of the Alternative Project</p>		

E. Estimated Budget/Costs for Alternative Project

<p>1. Materials</p>	<p>Optional</p>	
<p>2. Labor</p>	<p>Optional</p>	
<p>3. Fee Paid</p>	<p>Optional</p>	
<p>Total Estimated Project Costs</p>	<p>Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.</p>	

Section V – Other Required Documentation

1. Maintenance Agreement	Please complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	
2. FFATA Form	Please complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience.	
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	
4. Pre-award Cost Form	If pre-award costs are being requested with your project, please be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	
5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are included for your convenience. Please use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	

DIVISION REQUIRED FORMS

FEMA Form 90-49 (Request for Public Assistance)

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST FOR PUBLIC ASSISTANCE

O.M.B. NO. 1660-0017
Expires April 30, 2013

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 minutes. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless it displays a valid OMB number. **NOTE: Do not send your completed questionnaire to this address.**

APPLICANT (Political subdivision or eligible applicant)		DATE SUBMITTED
COUNTY (Location of Damages. If located in multiple counties, please indicate)	DUNS NUMBER	<input type="text"/>

APPLICANT PHYSICAL LOCATION

STREET ADDRESS

CITY	COUNTY	STATE	ZIP CODE
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MAILING ADDRESS (If different from Physical Location)

STREET ADDRESS

POST OFFICE BOX	CITY	STATE	ZIP CODE
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Primary Contact/Applicant's Authorized Agent

Alternate Contact

NAME	NAME
TITLE	TITLE
BUSINESS PHONE	BUSINESS PHONE
FAX NUMBER	FAX NUMBER
HOME PHONE (Optional)	HOME PHONE (Optional)
CELL PHONE	CELL PHONE
E-MAIL ADDRESS	E-MAIL ADDRESS
PAGER & PIN NUMBER	PAGER & PIN NUMBER

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? YES NO

Private Non-Profit Organization? YES NO

If yes, which of the facilities identified below best describe your organization? _____

Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety safety services of a governmental nature. All such facilities must be open to the general public."

Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.

OFFICIAL USE ONLY: FEMA - _____ **-DR-** _____ **-** _____ **FIPS#** _____ **DATE RECEIVED** _____

DIVISION REQUIRED FORMS

Sample Public Notice

Sample Public Notice

(to be published in at least one newspaper of general circulation within the proposed project area)

Public Notice

The **(Name of community)** has submitted an application for Federal funding for a floodplain acquisition project. The application was submitted to the Florida Division of Emergency Management.

Applicant:

(name of community, including responsible department)

Street Address

City, State, Zip

Project Title:

_____ Floodplain Buyout Project (FEMA Disaster No. XXXX)

Location of Proposed Work:

Description of Proposed Work and Purpose:

Comment Period:

Comments are due within 15 days of this notice.

Comments are solicited from the public; local, State, and federal agencies; and other interested parties in order to consider and evaluate the impacts of the proposed project.

The comments are to be submitted in writing to:

Bureau of Mitigation

Florida Division of Emergency Management

2555 Shumard Oak Blvd

Tallahassee, FL 32399-2100

The State will forward comments to appropriate regulatory agencies, as needed. If you have questions about the project or wish to view the paperwork, including maps of the area, contact the **(Name of community)**.

Community Point of Contact (name)

Telephone number

DIVISION REQUIRED FORMS

Subgrant Agreement

-- Sample of HMGP Contract --

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as "DEM"), and ¹Mona Enterprise, Incorporated, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. WHEREAS, DEM has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and
- C. WHEREAS, DEM has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, DEM and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and DEM shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution² by both parties and shall end July 31, 2009³, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

¹ Name of the Applicant (Subgrantee)

² This agreement begins on the date signed by the DEM Director or designee

³ This agreement expires on this date, unless modified

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow DEM or its designee, the Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to DEM or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by DEM, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times

to DEM, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by DEM.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by DEM. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide DEM and the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through DEM by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from DEM. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the

event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to DEM pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to DEM for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to DEM of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after DEM has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide DEM with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by DEM.

(b) Quarterly reports are due to be received by DEM no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of

the administrative close-out report. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, are not sent to DEM or are not completed in a manner acceptable to DEM, DEM may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to DEM " means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide such additional program updates or information as may be required by DEM.

(f) The Recipient shall provide additional reports and information as identified in Attachment F.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by DEM staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by DEM. In the event that DEM determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEM to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, DEM will monitor the

performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold DEM harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of DEM, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against DEM, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of DEM to make any further payment of funds hereunder shall, if DEM so elects, terminate and DEM may, at its option, exercise any of its remedies set forth in Paragraph (11), but DEM may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with DEM shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with DEM and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by DEM.

(c) If any reports required by this Agreement have not been submitted to DEM or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then DEM may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse DEM for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to DEM any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude DEM from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by DEM of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of DEM hereunder, or affect the subsequent exercise of the same right or remedy by DEM for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) DEM may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) DEM may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to DEM by virtue of any breach of Agreement by the Recipient. DEM may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due DEM from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of DEM contract manager for this Agreement is:

Ms. Kathleen Marshall, Planning Manager
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the fully executed subcontract must be forwarded to DEM within ten (10) days of execution. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold DEM and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

⁴ Subgrantee Point of Contact Name and Information (Verification of information required)

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Copyright, Patent, and Trademark

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed ⁵\$ subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of DEM under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

⁵ Total Federal share plus Administrative Allowance

1. _____ No advance payment is requested.
2. _____ An advance payment of ⁶\$

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of DEM to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from DEM.

(18) REPAYMENTS

All refunds or repayments to be made to DEM under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the Division of Emergency Management at the following address:

Division of Emergency Management
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to DEM for collection, DEM must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., DEM shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in DEM paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

⁶ If an Advance Payment Request is selected the following must be submitted: Projected three (3) months Budget, Attachment D, Request for Advance or Reimbursement of Hazard Mitigation Grant Program Funds and Attachment E, Justification of Advance Payment.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to DEM request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of DEM and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of DEM from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEM under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to DEM (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion"

(Attachment I) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by DEM prior to the Recipient entering into a contract with any prospective subcontractor.

(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(l) The Division of Emergency Management reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(m) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEM or be applied against DEM's obligation to pay the contract amount.

(n) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. DEM shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by DEM.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from DEM in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

The Recipient shall comply with Copyright, Patent and Trademark incorporated as Attachment G.

(23) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants

and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient: MONA ENTERPRISE, INCORPORATED

BY: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: _____

Name and Title:

Date: _____

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: *Federal Emergency Management Agency*
Catalog of Federal Domestic Assistance Number: *97.039*
Amount of Federal Funding: ⁵\$2,149,356.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Only the services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not Applicable

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

⁵ Total Federal share plus Administrative Allowance

Attachment A

Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Mona Enterprise, Incorporated, will wind retrofit the Mona's Headquarter and Residential Facility Center located at 2525 Waterfront Drive, Marco Island, Florida 33456, by purchasing and installing impact resistant glass on three hundred thirteen (313) windows. If deemed necessary, wind protection will be provided on any other openings such as skylights, vents, louvers and exhaust fans. All installations will be done in strict compliance with the Florida Building Code or Miami-Dade Specifications. All materials will be certified to meet the wind and impact standards of the current local codes. The local municipal or county building department will inspect and certify installation according to the manufacture's specification.

This is FEMA project **1545-EX-R**, funded under 1545-DR-FL.

The Period of Performance for this project ends on July 31, 2009³.

Schedule of Work

State Contracting Process:	1 Month
Bidding Process:	1 Month
Material Deliveries:	2 Months
Removal of Old Windows:	7 Months
Installation of New Windows:	7 Months
Unpredictable Weather Condition:	3 Months
<u>Final Inspection and Closeout:</u>	<u>6 Months</u>
Total Period of Performance:	27 Months

Line Item Budget*

	Project Cost	Federal Share	Local Share
Insulated Impact Resistance Glass:	\$1,613,431.00	\$1,210,073.00	\$ 403,358.00
Repair of Drywall and Painting:	\$ 66,528.00	\$ 49,896.00	\$ 16,632.00
Supervisor's Labor:	\$ 82,368.00	\$ 61,776.00	\$ 20,592.00
Installation of Material:	\$ 944,000.00	\$ 708,000.00	\$ 236,000.00
Brick Remediation:	\$ 92,300.00	\$ 69,225.00	\$ 23,075.00
Engineering Fees:	\$ 15,000.00	\$ 11,250.00	\$ 3,750.00
Sub-Total:	\$2,813,627.00	\$2,110,220.00	\$ 703,407.00
<u>Administrative Cost:</u>	<u>\$ 0.00</u>	<u>\$ 39,136.00</u>	<u>\$ 0.00</u>
Total:	\$2,813,627.00	\$2,149,356.00	\$ 703,407.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	\$ 2,110,220.00 (75%)
Local Share:	\$ 703,407.00 (25%)
Total Project Cost:	\$ 2,813,627.00 (100%)
Recipient Administrative Allowance up to \$39,136.00.	

The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or man made disaster.

³This agreement expires on this date, unless modified

The funding provided by the Division of Emergency Management (DEM) under this subgrant is only intended to pay for the materials and labor for the installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by DEM in no way confers or implies any warranty of use or suitability for the modifications made or installed. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

This project has not been evaluated as meeting the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) as outlined in the guidance manual, FEMA 361-Design and Construction for Community Shelter. It is understood and agreed by DEM and the Recipient that the building has vulnerabilities due to age, design and location which may result in damage to the building even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by DEM and the Recipient that this mitigation project is not intended to make the building useable as a shelter for the Recipient's staff or any other citizens in the event of any natural or man-made disaster.

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any federal, state, or local environmental or land use permitting authority, where required. Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project:

1. The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
2. No new structure will be erected on property other than:
 - (a) a public facility that is open on all sides and functionally related to a designated open space;
 - (b) a restroom; or

3. A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
4. After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
5. If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the Regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase, that a full environmental review must be completed prior to funding Phase II.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

1. For construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13 (c));
2. A change in the scope of work must be approved by FEMA in advance regardless of the budget implications; and
3. The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA 60 days prior to the project expiration date.

Attachment C

Statement of Assurances

To the extent the following provisions apply to the award of assistance in this Agreement, as determined by the awarding agency, the Recipient hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained therein, and directing and authorizing the Recipient's chief ADMINISTRATIVE officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Recipient shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose state above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by DEM. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another

purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications;
 - (h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;
 - (i) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
 - (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
 - (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
 - (m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.
- (4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) Recipient agrees to notify FEMA and DEM if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property.

If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) Recipient shall notify DEM and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Recipient

acknowledges that FEMA may require Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (w) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;

- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 2. Return the property to its natural state as though no improvements had ever been contained thereon.
 3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 6. Leave the demolished site clean, level and free of debris.
 7. Notify DEM promptly of any unusual existing condition which hampers the contractors work.
 8. Obtain all required permits.
 9. Provide addresses and marked maps for each site where water wells and septic tanks

are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
11. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.

DIVISION OF EMERGENCY MANAGEMENT

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION GRANT PROGRAM**

Applicant: Mona Enterprise Incorporated

Disaster No. 1545

DEM Agreement No. 07HM-4@-09-21-08-001

FEMA Tracking # 1545-EX-R

Applicant's Reference No. (Warrant, Voucher, Claim Check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	<p align="center"><u>DOCUMENTATION</u></p> List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SAMPLE

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

Advance payment of \$ 150,000.00 is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet.

	DESCRIPTION	(A) FFY 2004	(B) FFY 2005	(C) FFY 2006	(D) Total
1	INITIAL CONTRACT ALLOCATION			\$2,813,627.00	
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹			\$ 150,000.00	
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)			5.3%	

¹First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\begin{array}{rcl}
 \underline{5.3\%} & \times & \underline{\$ 2,110,220.00^8} \\
 \text{Cell D3} & & \text{HMGP Award} \\
 & & \text{(Do not include match)} \\
 & = & \underline{\$111,841.66^9} \\
 & & \text{MAXIMUM} \\
 & & \text{ADVANCE}
 \end{array}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

⁸ This amount is the federal and state shares, and excludes the local share and administrative costs. The state share is added only when there is state match available.

⁹ If the maximum advance calculated is less than 75% of the advance request, then select the option to request an advance greater than the maximum advance and attach an explanation of circumstances. If the maximum advance calculated is greater than 75% of the advance request, then select the option to complete the Estimate Expenses chart and attach an explanation of circumstances.

SAMPLE

ESTIMATED EXPENSES

BUDGET CATEGORY	2006-2007 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	\$ 0.00
PROGRAM EXPENSES	\$150,000.00
TOTAL EXPENSES	\$150,000.00

Explanation of Circumstances:

Mona Enterprise, Incorporated serves as a non-profit corporation providing short-term emergency shelter for at risk-teens and young mothers, long-term (24 months) housing and vocational training. The advance funds are necessary to avoid experience a hardship with our current projected budget and to ensure project completion.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: Mona Enterprise Incorporated

Project Number # 1545-EX-R

PROJECT LOCATION: Retrofit

DEM ID #: 07HM-4@-09-21-08-001

DISASTER NUMBER: FEMA-1545-DR-FL

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____
Provide reimbursement projections for this project:

July-Sep, 200 __ \$ _____ Oct-Dec, 200 __ \$ _____ Jan-Mar, 200 __ \$ _____ Apr-June, 200 __ \$ _____

July-Sep, 200 __ \$ _____ Oct-Dec, 200 __ \$ _____ Jan-Mar, 200 __ \$ _____ Apr-June, 200 __ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact DEM as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Copyright, Patent and Trademark

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division of Emergency Management (DEM) for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEM. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEM shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

Attachment H

Warranties and Representations

Financial Management

Contractor's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities covered by this contract. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.
- (3) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (4) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to conflicts of interest as well as noncompetitive practices among sub-contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective sub-contractor performance and eliminate unfair competitive advantage, sub-contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Contractor. Any and all bids or offers may be rejected when it is in the Contractor's interest to do so.

Codes of Conduct

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of sub-contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a sub-contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

Licensing and Permitting

All subcontractors or employees hired by the Contractor shall have all current licenses and permits required for all of the particular work for which they are hired by the Contractor.

Attachment I

**Certification Regarding
Debarment, Suspension, Ineligibility
and Voluntary Exclusion**

Contractor Covered Transactions:

1. The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Contractor

Recipient's Name

By: _____
Signature

DEM Contract Number

Name and Title

Street Address

City, State, Zip

Date

DIVISION REQUIRED FORMS

Notice of Asbestos Renovation or Demolition



Florida Department of Environmental Protection
Division of Air Resource Management

DEP Form 62-257.900(1)
Effective 10-12-08
Page 1 of 2

NOTICE OF DEMOLITION OR ASBESTOS RENOVATION

TYPE OF NOTICE (CHECK ONE ONLY): ORIGINAL REVISED CANCELLATION COURTESY
TYPE OF PROJECT (CHECK ONE ONLY): DEMOLITION RENOVATION
IF DEMOLITION, IS IT AN ORDERED DEMOLITION? YES NO
IF RENOVATION: IS IT AN EMERGENCY RENOVATION OPERATION? YES NO
IS IT A PLANNED RENOVATION OPERATION? YES NO

I. Facility Name

Address

City State Zip County

Site Consultant Inspecting Site

Building Size (Square Feet) # of Floors Building Age in Years

Prior Use: School/College/University Residence Small Business Other

Present Use: School/College/University Residence Small Business Other

II. Facility Owner Phone Email Address

Address

City State Zip

III. Contractor's Name Phone Email Address

Address

City State Zip

Is the contractor exempt from licensure under section 469.002(4), F.S.? YES NO

IV. Scheduled Dates: (Notice must be postmarked 10 working days before the project start date)

Asbestos Removal (mm/dd/yy) Start: Finish: Demo/Renovation (mm/dd/yy) Start: Finish:

V. Description of planned demolition or renovation work to be performed and methods to be employed, including demolition or renovation techniques to be used and description of affected facility components.

Procedures to be Used (Check All That Apply):

Table with 4 columns: Strip and Removal, Glove Bag, Bulldozer, Wrecking Ball; Wet Method, Dry Method, Explode, Burn Down; OTHER:

VI. Procedures for Unexpected RACM:

VII. Asbestos Waste Transporter: Name Phone

Address

City State Zip

VIII. Waste Disposal Site: Name Class

Address

City State Zip

IX. RACM or ACM: Procedure, including analytical methods, employed to detect the presence of RACM and Category I and II nonfriable ACM.

X. Fee Invoice Will Be Sent to Address in Block Below: (Print or Type)

Amount of RACM or ACM*
RACM ACM
square feet surfacing material
linear feet pipe
cubic feet of RACM off facility components
square feet cementitious material
square feet resilient flooring
square feet asphalt roofing

*Identify and describe surfacing material and other materials as applicable:

Name:
Address:
City:
State/Zip:

I certify that the above information is correct and that an individual trained in the provisions of this regulation (40 CFR Part 61, Subpart M) will be on-site during the demolition or renovation and evidence that the required training has been accomplished by this person will be available for inspection during normal business hours.

(Print Name of Owner/Operator) (Date)

(Signature of Owner/Operator) (Date)

Instructions

The state asbestos removal program requirements of s. 376.60, F.S., and the renovation or demolition notice requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M, as embodied in Rule 62-257, F.A.C., are included on this form.

Check to indicate whether this notice is an original, a revision, a cancellation, or a courtesy notice (i.e., not required by law). If the notice is a revision, please indicate which entries have been changed or added.

Check to indicate whether the project is a demolition or a renovation.

If you checked demolition, was it **ordered** by the State or a local government agency? If so, in addition to the information required on the form, the owner/operator must provide the name of the agency ordering the demolition, the title of the person acting on behalf of the agency, the authority for the agency to order the demolition, the date of the order, and the date ordered to begin. A copy of the order must also be attached to the notification.

If you checked renovation, is it an **emergency renovation operation**? If so, in addition to the information required on the form, the owner/operator must provide the date and hour the emergency occurred, the description of the sudden, unexpected event, and an explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden. If you checked renovation and it is a **planned renovation operation**, please note that the notice is effective for a period not to exceed a calendar year of January 1 through December 31.

- I. Complete the facility information. This section describes the facility where the renovation or demolition is scheduled. This address will be used by the Department inspector to locate the project site. Provide the name of the consultant or firm that conducted the asbestos site survey/inspection. For "prior use" check the appropriate box to indicate whether the prior use of the facility is that of a school, college, or university; residence, as "residential dwelling" is defined in Rule 62-257.200, F.A.C.; small business, as defined in s. 288.703(1), F.S.; or other. If "other" is checked, identify the use. Please follow the same instructions for "present use."
- II. Complete the facility owner information.
- III. Complete the contractor information.
- IV. List separately the scheduled start and finish dates (month/day/year) for both the asbestos removal portion of the project and the renovation or demolition portion of the project.
- V. Describe and check the methods and procedures to be used for a planned demolition or renovation. Include a description of the affected facility components. (Note: The NESHAP for asbestos, which is adopted and incorporated by reference in Rule 62-204.800, F.A.C., requires obtaining Department approval prior to using a dry removal method in accordance with 40 CFR section 61.145(3)(c)(i).)
- VI. Describe the procedures to be used in the event unexpected RACM is found or previously nonfriable asbestos material becomes crumbled, pulverized, or reduced to powder after start of the project.
- VII. Complete the asbestos waste transporter information.
- VIII. Complete the waste disposal site information.
- IX. List the amount of RACM or ACM of each type of asbestos to be removed. (Note: A volume measurement of RACM off facility components is **only** permissible if the length or area could not be measured previously.) Identify and describe the listed surfacing material and other listed materials as applicable.
- X. Provide the address where the Department is to send the invoice for any fee due. Do not send a fee with the notification. The fee will be calculated by the Department pursuant to Rule 62-257.400, F.A.C.

Sign the form and mail the original to the district or local air program having jurisdiction in the county where the project is scheduled (**DO NOT FAX**). The correct address can be obtained by contacting the State Asbestos Coordinator at: Department of Environmental Protection, Division of Air Resources Management, 2600 Blair Stone Road, Tallahassee, FL 32399-2400.

DIVISION REQUIRED FORMS

Acknowledgement of Conditions Form for SFHA

**Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds**

Property Owner		
Street Address		
City	State	Zip Code
Subject Property Address		
Deed Dated	Recorded	
Tax Map	Block	Parcel
Base Flood Elevation at the site is	feet (NGVD)	
Map Panel Number	Effective Date	

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss / or the Repetitive Flood Claims Program, as authorized by 42 U.S.C. §4030, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3, the Florida Building code and any local ordinance standards as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:
 - i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
 - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
 - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
 - iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see the Florida Building code and any local ordinance standards.

3. The above conditions are binding **for the life of the property**. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees to legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3, the Florida Building Code, and any pertinent local ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

HOMEOWNER/PROPERTY OWNER SIGNS HERE: _____

Name of Property Owner: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____, who is () personally known to me or () has produced _____ as identification.

NOTARY PUBLIC

SEAL:

Printed Name of Notary

DIVISION REQUIRED FORMS

Damage Frequency Assessment Worksheet

DAMAGE FREQUENCY ASSESSMENT WORKSHEET

THIS WORKSHEET APPLIES FOR THE FOLLOWING MITIGATION ACTIVITIES:

- Property Acquisition and Structure Demolition
- Property Acquisition and Structure Relocation
- Structure Elevation
- Mitigation Reconstruction
- Dry Flooding of Historic Residential Structures
- Dry Flooding of Non-Residential Structures

- Minor Localized Flood Reduction Projects
- Infrastructure Retrofit
- Soil Stabilization

Note: Please make sure you review the eligible activities, depending on the program you are applying for.

**IMPORTANT: PLEASE FILL OUT THIS WORKSHEET COMPLETELY.
A SEPARATE WORKSHEET IS REQUIRED FOR EACH STRUCTURE TO BE MITIGATED.**

THIS WORKSHEET ONLY APPLIES IF:

FLOOD INSURANCE STUDY IS NOT AVAILABLE (FIS)
and /or
HYDROLOGY & HYDRAULIC STUDIES ARE NOT AVAILABLE (H&H)

SECTION I

SECTION I-A PROJECT GENERAL INFORMATION

1	PROJECT NAME		
2	OWNER / APPLICANT		
3	CONTACT PERSON	Name:	
		Address (Please include City, State and Zip Code):	
		Phone number:	
		Email:	
4	PROGRAM APPLICATION (FMA, HMGP, PA, PDM)		

SECTION I-B STRUCTURE GENERAL INFORMATION

5	STRUCTURE TYPE (Please select)	BUILDING <input type="checkbox"/>	
		OTHER (ex: road, bridges, etc.) <input type="checkbox"/>	
		UTILITY <input type="checkbox"/>	
6	ADDRESS		
7	CITY, STATE AND ZIP		
8	COUNTY		
9	IS THIS A HISTORIC BUILDING?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10	PLEASE SELECT PRIMARY USE OF THE BUILDING:		
	RESIDENTIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	GOVERNMENT FACILITY <input type="checkbox"/>
	OFFICE <input type="checkbox"/>	RELIGIOUS FACILITIES <input type="checkbox"/>	HOSPITAL <input type="checkbox"/>
	SCHOOLS <input type="checkbox"/>	POLICE STATION <input type="checkbox"/>	FIRE STATION <input type="checkbox"/>
	OTHER <input type="checkbox"/>	Please describe:	

SECTION I-C COST ESTIMATION INFO

11	PROJECT USEFUL LIFE (years)	
12	MITIGATION PROJECT COST	\$
13	ANNUAL MAINTENANCE COST	\$

SECTION II

SECTION II-A HAZARD AND MITIGATION INFORMATION

14	HAZARD TO BE MITIGATED
----	------------------------

FLOOD	Please select a mitigation type:		
DRY FLOOD PROOFING <input type="checkbox"/>	DRAINAGE IMPROVEMENT <input type="checkbox"/>	ACQUISITION <input type="checkbox"/>	ELEVATION <input type="checkbox"/>
OTHER FLOOD PROOFING METHODS <input type="checkbox"/>	Please describe:		
FLOOD MITIGATION DESCRIPTION:			
<hr/> <hr/> <hr/>			

HURRICANE WIND	Please select a mitigation type:		
ACQUISITION <input type="checkbox"/>	SHUTTER <input type="checkbox"/>	CODE PLUS <input type="checkbox"/>	ROOF <input type="checkbox"/>
LOAD PATH <input type="checkbox"/>	OTHER <input type="checkbox"/>	Please describe:	
HURRICANE WIND MITIGATION DESCRIPTION:			
<hr/> <hr/> <hr/>			

OTHER	Please describe:		
MITIGATION PROJECT DESCRIPTION:			
<hr/> <hr/> <hr/>			

SECTION II-B DAMAGE HISTORY

15	HISTORICAL DAMAGES	
	HOW MANY DAMAGE EVENTS DO YOU HAVE?	
16	FOR HOW MANY OF THESE EVENTS DO YOU KNOW THE RECURRENCE INTERVALS?	
17	FOR HOW LONG WERE THE STRUCTURES FLOODED (hrs)?	
18	HOW DEEP WAS THE FLOODING IN THE STRUCTURES (inches)?	

Note:
 You must know the damage year for all damage events.
 If the recurrence interval is **known**, you **must have a minimum of two documented events**.
 If the recurrence interval is **unknown**, you **must have a minimum of three documented events, which occurred in three different years**.

19	EXPECTED DAMAGES	
	HOW MANY EXPECTED DAMAGE EVENTS DO YOU HAVE?	
	FOR HOW MANY OF THESE EVENTS DO YOU KNOW THE RECURRENCE INTERVALS?	

Note:
You will only be able to use events for which recurrence intervals are known. You must have at least two events.

SECTION II-C LOSS OF SERVICE

Please describe any information related to the loss of service (if available).

UTILITIES			
WATER <input type="checkbox"/>	WASTEWATER <input type="checkbox"/>	ELECTRICAL <input type="checkbox"/>	GAS <input type="checkbox"/>
TELECOM <input type="checkbox"/>	OTHER <input type="checkbox"/>	Please describe:	

HOW MANY CUSTOMERS ARE SERVED WITHIN THE AFFECTED SERVICE AREA?	
HOW MANY CUSTOMERS ACTUALLY SUFFERED LOSS OF SERVICE?	
WAS THE LOSS OF SERVICE PARTIAL OR TOTAL (%)?	
FOR HOW LONG WAS THE SERVICE OUT (hrs)?	

ROADS OR BRIDGES		
WHAT IS THE NUMBER OF ONE-WAY TRAFFIC TRIPS PER DAY SERVED BY THE ROAD?		
ADDITIONAL TIME ADDED BY DETOUR ROUTE TO AVOID FLOOD AREA (PER VEHICLE)	HRS:	MIN:
NUMBER OF ADDITIONAL MILES BY DETOUR ROUTE AVOIDING THE FLOODED AREA		

NON-RESIDENTIAL	Please Select Facility Type		
FIRE STATION <input type="checkbox"/>	HOSPITAL <input type="checkbox"/>	POLICE STATION <input type="checkbox"/>	
OTHER (please describe)			

If building is a Fire Station, the following information is required:

20	HOW MANY PEOPLE ARE SERVED BY THIS FIRE STATION?	
21	INDICATE THE TYPE OF AREA SERVED BY THIS FIRE STATION (Please select one)	URBAN <input type="checkbox"/> SUBURBAN <input type="checkbox"/> RURAL <input type="checkbox"/> WILDERNESS <input type="checkbox"/>
22	WHAT IS THE DISTANCE IN MILES BETWEEN THIS FIRE STATION AND THE FIRE STATION THAT WOULD PROVIDE FIRE PROTECTION FOR GEOGRAPHIC AREA NORMALLY SERVED BY THIS FIRE STATION?	
23	DOES THE FIRE STATION PROVIDE EMERGENCY MEDICAL SERVICE (EMS)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
24	IF YES, WHAT IS THE DISTANCE IN MILES BETWEEN THIS FIRE STATION AND THE FIRE STATION THAT WOULD PROVIDE FIRE PROTECTION FOR GEOGRAPHIC AREA NORMALLY SERVED BY THIS FIRE STATION?	

If building is a Hospital, the following information is required:

25	HOW MANY PEOPLE ARE SERVED BY THIS HOSPITAL?	
26	WHAT IS THE DISTANCE IN MILES BETWEEN THIS HOSPITAL AND THE HOSPITAL THAT WOULD TREAT THESE PEOPLE IN THE EVENT THIS HOSPITAL WAS INOPERATIVE?	
27	HOW MANY PEOPLE ARE REGULARLY SERVED BY THE ALTERNATIVE HOSPITAL?	

If building is a Police Station, the following information is required:

28	INDICATE THE TYPE OF AREA SERVED BY THIS POLICE STATION	METROPOLITAN <input type="checkbox"/>
		CITY <input type="checkbox"/>
		RURAL <input type="checkbox"/>
29	HOW MANY PEOPLE ARE REGULARLY SERVED BY THIS POLICE STATION?	
30	HOW MANY POLICE OFFICERS WORK AT THIS POLICE STATION?	
31	HOW MANY POLICE OFFICERS WOULD SERVE THE SAME AREA IF THE POLICE STATION WAS SHUT DOWN DUE TO A DISASTER?	

SECTION II-D DAMAGES BEFORE MITIGATION

32	WERE THERE ANY STRUCTURES FLOODED?	YES <input type="checkbox"/>	NO <input type="checkbox"/>																																													
33	IF SO, PLEASE LIST THE NUMBER OF STRUCTURES AFFECTED?																																															
34	PLEASE LIST THE FOLLOWING INFORMATION RELATED TO THE AFFECTED STRUCTURES BY BUILDING TYPE (Commercial, Residential, etc.):																																															
<table border="1"> <thead> <tr> <th>BUILDING TYPE</th> <th>NUMBER OF STRUCTURES</th> <th>APPROXIMATE VALUE</th> <th>DEPTH OF FLOODING</th> <th>CONSTRUCTION YEAR</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				BUILDING TYPE	NUMBER OF STRUCTURES	APPROXIMATE VALUE	DEPTH OF FLOODING	CONSTRUCTION YEAR																																								
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35	WITH ASSISTANCE OF A KNOWLEDGEABLE BCA PROFESSIONAL, PROVIDE ESTIMATES OF THE POTENTIAL DAMAGES TO THE FACILITY OR STRUCTURE BEFORE IT HAS BEEN HARDENED OR IMPROVED. Recurrence Interval (i.e., 10, 25, 50 year), Damage (\$) and number of L.O.S days. LIST THE DAMAGE YEAR, DAMAGE (\$), NUMBER OF LOSS OF SERVICE (L.O.S) DAYS (or Use of the Facility) REGARDING DAMAGES TO THIS FACILITY. (Without some documented damages or losses, a Benefit-Cost Analysis cannot be done). If necessary, please create an attachment and just refer to it below.																																															
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SECTION II-E DAMAGES AFTER MITIGATION

36

WITH ASSISTANCE OF A KNOWLEDGEABLE BCA PROFESSIONAL, PROVIDE ESTIMATES OF THE POTENTIAL DAMAGES TO THE FACILITY **AFTER** IT HAS BEEN HARDENED OR IMPROVED. Recurrence Interval (i.e., 10, 25, 50 year), Damage (\$) and number of L.O.S days. If necessary please create an attachment and refer to it below.

RECURRENCE INTERVAL (RI)	STRUCTURAL DAMAGE (\$)	STRUCTURAL CONTENT (\$)	ROAD CLOSURE (hr)

DIVISION REQUIRED FORMS

Declaration and Release Form

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- I am a citizen or non-citizen national of the United States.
- I am a qualified alien of the United States.
- Print full name and age of minor child: I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

- * Only one application has been submitted for my household.
- * All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- * I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (<i>print</i>)	SIGNATURE	DATE OF BIRTH	DATE SIGNED
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

DIVISION REQUIRED FORMS

Model Deed Restriction

FEMA Model Deed Restriction

Hazard Mitigation Assistance (HMA) Programs

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A (or equivalent name). Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor") and [the local government], ("the Grantee"), its successors and assigns:

SELECT THE APPROPRIATE MITIGATION GRANT PROGRAM AND DELETE ALL OTHERS:

WHEREAS, the **Flood Mitigation Assistance Program ("FMA")**, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program ("NFIP");

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, **Pre-Disaster Mitigation ("PDM")**, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the **Repetitive Flood Claims program ("RFC")**, as authorized by Section 1323 of the National Flood Insurance Act of 1968 (42 USC §§ 4030), as amended by the Bunning- Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of RFC funds for reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in

the greatest savings to the National Flood Insurance Fund in the shortest period of time;

WHEREAS, the **Severe Repetitive Loss Pilot Program (“SRL”)**, as authorized under Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994 (NFIRA); Public Law 103-325, and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of SRL funds for uses that reduce flood damages to properties insured under the National Flood Insurance Program (“NFIP”);

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, [State or Tribe] has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency (“FEMA”) and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in [Village/City/County], and [Village/City/County] participates in the National Flood Insurance Program (“NFIP”) and is in good standing with NFIP as of the date of the Deed;

Whereas, the [local government], acting by and through the [local government] Board, has applied for and been awarded federal funds pursuant to an agreement with [State] dated [date] (“State-Local Agreement”), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses

consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

DIVISION REQUIRED FORMS

Model Statement of Assurances for Property Acquisition Projects

Model Statement of Assurances for Property Acquisition Projects

SEND THIS STATEMENT OF ASSURANCES ATTACHED WITH THE PROJECT APPLICATION, OR SEND TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY AT THE TIME OF APPLICATION.

NOTE: If you have questions regarding any of these assurances, please consult the program guidance and contact the sponsoring agency.

Name of Applicant: _____

As the duly authorized representative of the sub-applicant, I certify that the sub-applicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the Sub-applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;
2. Will ensure each property owner will be informed, in writing, of what the Sub-applicant considers to be the fair market value of the property. The Sub-applicant will use the Model Statement of Voluntary Transaction to document this and will provide a copy for each property after award;
3. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The Sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
4. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;
5. Will demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;
6. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;
7. Will remove existing structures within 90 days of settlement;

8. Post grant award, will ensure that a property interested is conveyed only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;
9. Will submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Grantee and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and
10. Will not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified assurances and certifications.

Type Name of Authorized Agent Title

Signature

Date Signed

DIVISION REQUIRED FORMS

Notice of Voluntary Interest Sample (Town Hall Version)

SAMPLE FOR TOWN HALL MEETING

For Acquisition Projects Only

Notice of Voluntary Interest

Local Government Name
Floodprone Property Acquisition Project
Town Hall Meeting

Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

FEMA requires the local government to inform all prospective participants of the following:

NOTICE: Participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail. Signing this does not commit you to any action.

Property Address	Owner(s) Mailing Address	Owner(s) Name and Phone #	Owner(s) Signature	Interested Yes or No
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DIVISION REQUIRED FORMS

Quarterly Report

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM
QUARTERLY REPORT FORM**

RECIPIENT: _____

Project Number # _____

PROJECT LOCATION: _____

DEM ID #: _____

QUARTER ENDING:

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 200__ \$ _____ Oct-Dec, 200__ \$ _____ Jan-Mar, 200__ \$ _____ Apr-June, 200__ \$ _____

July-Sep, 200__ \$ _____ Oct-Dec, 200__ \$ _____ Jan-Mar, 200__ \$ _____ Apr-June, 200__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

NOTE: The Florida Division of Emergency Management (FDEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports that have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact FDEM as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

DIVISION REQUIRED FORMS

Statement of Voluntary Participation

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**Statement of Voluntary Participation for
Acquisition of Property for Purpose of Open Space
FEMA's Hazard Mitigation Assistance Programs**

THIS AGREEMENT is made and entered into this on *(date)* _____, by and between (name of Subgrantee) _____, hereinafter referred to as "Subgrantee," and (property owner) _____, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at *(legal address)* _____, hereinafter referred to as "property."
2. Subgrantee has notified Seller that the Subgrantee may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property as of *(date)* _____ is \$ _____, as determined by appropriate valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided in 44 C.F.R. Part 80, and relevant program guidance as documented below (*e.g., Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance*). _____

4. Subgrantee has notified the Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purpose if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to the Subgrantee the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire on *(date of closing)* _____, unless Seller has voluntarily sold Property to the Subgrantee by that date.

Property Owner Signature	Date
Property Owner Signature	Date
Subgrantee's Authorized Agent Signature	Date

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for Property Owners Voluntary Participation Statement is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, and Paperwork Reduction Project (1660-0103). **Note: Do not send your completed form to this address.**



Appendix E
Sample Applicant Forms

E

Appendix E

Sample Applicant Forms

These Sample Applicant Forms are organized in the order they are likely to be used during a typical project after award (see Flow Chart in Chapter 5, Part B).

FORM	DESCRIPTION	PURPOSE-ACQUISITION PROJECT
Project Tracking Tools		
A	Project Status Chart: Key Steps (Property Owner)	Used by communities to track overall progress by key steps, not to record each piece of paper (see Case File Checklist).
B	Property Owner Case File Checklist (Acquisition)	Used by communities in each property case file, to make sure they have sent/received all paperwork from each property owner.
C	Project Status Chart: Key Steps (Tenant)	Used by communities to track overall progress by key steps, not each piece of paper (see Case File Checklist).
D	Tenant Case File Checklist (Acquisition)	Used by communities in each property case file, to make sure they have sent/received all paperwork from each tenant.
Reserved		
E	Reserved	
Tenant Notification and Meeting Materials		
F	Sample Letter to Notify Tenants and Transmit Questionnaire	To advise of possible project, potential for eligibility for relocation assistance, and to collect data.
G	Checklist for Meeting with Tenants	Used by communities in meeting with tenants, to make sure all topics are addressed.
Meeting with Property Owner (one-on-one)		
H	Letter to Property Owner to Schedule Meeting (includes checklist)	Sent after community has prepared Determination of Compensation and Voluntary Transaction Agreement, to set up meeting to review offer, answer questions, adjust offer if necessary. The checklist is to help the owner bring all necessary paperwork.
H-1	Statement of Determination of Compensation	Summary of appraisal and DOB, explains basis of appraisal.
H-2	Voluntary Transaction Agreement	Buyouts are voluntary: this document is the owners Agreement to Sell and the Community's Offer to Buy.
I	Letter to Property Owner to Schedule Meeting	Mailed in advance or given to owner at meeting, attached is the Determination of Compensation; outlines owner's options. Some communities also provide a copy of appraisal.
J	Checklist for Meeting with Property Owner	Used by community to make sure all topics are addressed.
Tenant Assistance		
K	Letter to Tenant for Relocation Eligibility	
L	90-Day Notice to Vacate	
M	30-Day Notice to Vacate	
Closing Paperwork		
N -1	Land Restrictions for Deed	Used for fee simple purchase, with FEMA-required restrictions
N-2	Conditions of Conservation Easement	Used when property not purchased, with FEMA-required restrictions.
O	Duplication of Benefits Certification	Final statement by owner that DOB is accurate; to be signed at closing

P	Certificate of Removal of Personal Property and Debris	Statement by owner that all personal effects are removed, so that demolition can proceed without intervention; to be signed at closing.
Q	Certificate of Inspection and Possession	Houses have to be vacant prior to closing.
Property Inspection & Closeout		
R	Certificate of Site Inspection	Prepared for each property, to be submitted with reimbursement request.
S-1	Project Completion Certificate	Prepared when all acquisitions are complete and sites are cleared and stabilized, to be submitted with final request.
S-2	Subrecipient Checklist for Final Inspection/Close-Out	Attach to S-1, to help organize files for close-out.
T	State's Project Closeout Checklist	To advise community what will be required when the state conducts the closeout.
SAMPLE SCOPES OF WORK FOR BUYOUT SERVICES		
AA	Project Management and Implementation Tasks	Menu listing of tasks. Can be used as position description if hiring an employee for this position or for scope of services for contracted services.
BB	Appraisals	Includes instructions for "pre-flood" value.
CC	Property Surveys	Requests location of water well, tanks on sketch.
DD	Title Services	Includes instructions regarding how fees and closing costs will be handled.
EE	Demolition Contractor	Samples requested from FDEM include asbestos, lead, underground tanks, etc.
ADDITIONAL FORMS FOR ELEVATION		
FF	Homeowner Application	Contact the Florida Division of Emergency management
GG	Elevation/Foundation Contractor (specifications)	Under development.
HH	Construction Inspection	Contact the Florida Division of Emergency Management.
II	Agreement between Community, Property Owner, and Foundation Contractor	Contact the Florida Division of Emergency Management.



PROPERTY OWNER CASE FILE CHECKLIST (ACQUISITION)

Jurisdiction		Tax Parcel or Building ID#
Owner Name(s)		SS#
Telephone	Day	Evening
Property Address		
Current Mailing		

FORM	DESCRIPTION of FORM, DOCUMENTATION	Staff Initial	Date of Action
-	Signed RSDE (if substantially damaged)		
F	Questionnaire #1		
G-3	Statement of Voluntary Participation		
G-4	Questionnaire #2		
G-5	Privacy Act Release		
G-6	Property Description and Damage Report		
G-7	Permission to Enter, Appraise, Survey, Inspect		
-	Appraisal		
-	Property Survey		
N-1	Statement of Determination of Compensation		
N-2	Voluntary Transaction Agreement		
-	Deed, with restrictions		
U	Duplication of Benefits Certification		
-	Closing documentation, copies of checks		
-	Well Closure permit, if applicable		
-	Septic Tank Closure permit, if applicable		
-	Asbestos Notification to DEP		
W	Certificate of Inspection and Possession		
X	Certificate of Site Inspection and Photographs		

Instructions: When the action is completed, initial and date appropriate line.

TENANT CASE FILE CHECKLIST (Acquisition)

Jurisdiction		Tax Parcel or Building ID#
Owner Name(s)		SS#
Telephone	Day	Evening
Property Address		
Mailing Address		

FORM	DESCRIPTION of FORM, DOCUMENTATION	Staff Initial	Date of
L	Initial Letter to Notify Tenant – SENT		
L	Tenant Questionnaire – RETURNED		
–	Standard HUD Income Status Worksheet – COMPLETED		
R	90-Day Notice to Vacate – SENT		
S	30-Day Notice to Vacate – SENT		
W	Inspection to Ensure Vacated – COMPLETED		
–	Payment of Assistance – SENT		

Instructions: When the action is completed, initial and date appropriate line.

*Note that a hardcopy of form letters A, D and E do not need to be kept in this file as long as the master record or address merge file shows that the form letters were sent.

RESERVED FORM



SAMPLE LETTER TO NOTIFY TENANTS

(Community Letterhead)

The **(Name of community)** is interested in buying the property you occupy at _____ as part of the floodplain acquisition project. This notice is to inform you of your rights under Federal law.

Do not move now. This is NOT a notice to vacate.

If the **(Name of community)** buys the property and you are displaced, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

You should continue to pay your monthly rent to your landlord because failure to pay and to meet your other obligations as a tenant may be cause for eviction and loss of relocation assistance. We suggest that you not move or sign any agreement to purchase or lease a new unit before you get a formal notice from us that the buyout will happen and that you are eligible for relocation assistance and reasonable out-of-pocket moving expenses. If you move or are evicted before receiving our notice, you may not get any assistance. Please contact us before you make any moving plans.

If we buy the property and you are eligible for assistance, you will be given referrals to replacement housing and at least 90-days advance written notice prior to the date you are required to move. You also might get a payment for moving expenses. This assistance will be explained in a letter or meeting with you at a later date.

Please fill out and return the Tenant Questionnaire.

Again, this is not a notice to vacate and does not establish your eligibility for relocation assistance. If we decide not to buy the property, we will notify you in writing.

Enclosures:

Tenant Questionnaire

Frequently Asked Questions for Tenants

TENANT QUESTIONNAIRE

Please fill out and return to the address below.

List all Tenant Name(s)		
Social Security Number(s)		
Telephone	Day	Evening
Property Owner's Name		
Property Address		
Current Mailing Address (if different from above)		

How long have you lived at this address? _____(years, months)

If you no longer live at this address, when did you move? _____

How many people live there? _____

What is the total monthly rent? \$ _____

Community contact information:

CHECKLIST FOR MEETING WITH TENANT (OPTIONAL)

The purpose of meeting with tenants is to go over all the paperwork necessary to determine URA Relocation Assistance and to answer their questions. This form can be used as a general guide, or you can make a copy to document each meeting.

As you review the forms for completeness, be sure to explain the following:

- Explain what a floodplain acquisition projects is and how it will affect them.
- Explain the eligibility requirements for getting Relocation Assistance, and the types of assistance that may be offered, and that the maximum of all assistance is \$7,200.
 - Differential in rent and utilities
 - Reasonable out-of-pocket moving expenses
- Go over the Frequently Asked Questions about URA Relocation Assistance for Tenants, which they received with the notification letter.
- TENANT QUESTIONNAIRE. This form asks only a few straight-forward questions.
- STANDARD HUD INCOME STATUS WORKSHEET
- Any other questions the tenant has. SUGGESTION: write down the questions and be sure to follow-up in writing. Do not guess!



LETTER TO PROPERTY OWNER: To Send Documents and Schedule Meeting

Some communities skip this step and give documents to owners at the meeting, since most owners need to talk over the details before making a decision. However, many people like the opportunity to look over this much paperwork in advance.

As you know, the **(Name of community)** is working to reduce future flood damage and risks by implementing a floodplain buyout project.

(Name of community) would like to meet with you to discuss for the purchase of your property located at the above address. If purchased, the title will be transferred to the **(Name of community or other approved entity)**. The purchase can only be completed if you participate voluntarily.

(Name of Agent or Implementation Specialist) is authorized to represent the **(Name of community)** and will handle all negotiations as the Agent for **(Name of community)**. The Agent will explain your rights and options under this program, and will explain the Statement of Determination of Compensation and the Voluntary Transaction Agreement. Because this is a voluntary program, you will make an offer to sell, and **(Name of community)** will accept the offer.

I know that this is an important decision for you. Therefore, the Agent will meet with you personally to present this information and to answer any questions you may have. You may contact the Agent at **(telephone number of Agent)** at any time.

Your Decision

The Statement of Determination of Compensation for your property and the pre-flood Fair Market Value of your property are as of **(date of appraisal)**. Please carefully review the enclosed Statement of Determination of Compensation and the Voluntary Transaction Agreement and decide what you want to do. You have the following options.

1. You can **make an Offer to Sell Real Property** for the amount specified in the Statement of Determination of Compensation.

If you wish to sell your property for the amount specified in the Determination of Compensation, please sign all three copies of the Voluntary Transaction Agreement and return them in the enclosed self-addressed stamped envelope no later than two weeks after you receive this letter. We will send you a complete signed copy to accept your offer to sell. Then we will start the title work and proceed to closing.

2. You can **Contest or Appeal** the amount specified in the Determination of Compensation.

If you believe that the amount specified in the Determination of Compensation does not adequately reflect the pre-flood Fair Market Value of your property and you still would like to continue negotiations, then you may appeal the determination by:

- Signing this letter in the space below (see #2) and return it to the Agent to notify us that you are appealing the determination;
- Retaining a qualified appraiser at your own expense. The appraiser must be acceptable to the Agent, must use the same instructions for the basis of the appraisal, and must perform the second appraisal within a short period from the time you notify the Agent of your intent; and
- Forwarding the second appraisal to the Agent.

Upon receipt of the appraisal you obtain, the Agent will review and either reject it or accept it and use it to modify the estimate of pre-flood Fair Market Value. If it is used to modify the value, and if the modified amount is acceptable to FEMA and the Florida Division of Emergency Management, the Agent will revise the Statement of Determination of Compensation and the Voluntary Transaction Agreement. The revised documents will be given to you, probably during a meeting.

3. You can **reject** this invitation to make an Offer to Sell.

If you wish to reject this invitation and you do not want to continue to discuss the sale of your property, then please sign this letter in the space below (see #3) and return it to the Agent as soon as possible but no later than two weeks from the date of this letter to notify us that you are rejecting this invitation. The acquisition of your property will be stopped. **Please understand that there is no guarantee that funds will be available in the future to buy your property.** This is a voluntary program intended to provide you a Fair Market Value for your property. The power of eminent domain will not be used to acquire this property should you choose not to participate voluntarily.

Repairs to the Home

If you have not already given us evidence that you paid for repairs, then you may be eligible for some reimbursement if you have made health and safety code repairs to your property using some of your insurance claim payment or disaster assistance payments that you received from FEMA or the Florida Division of Emergency Management. When you meet with the Agent, please bring all paid receipts for repairs completed (invoices, canceled checks, etc.). If approved, the offer will be adjusted to reflect the repairs, and the purchase price will be higher than shown on the Determination of Compensation.

What Happens Next

We would like to proceed with buying out floodplain properties in the near future. Please return the paperwork as soon as possible, or call the Agent if you have questions. Remember, we must hear from you in the next two weeks or you may lose this opportunity to protect your family and move to a new home outside of the floodplain.

Enclosures:

Statement of Determination of Compensation

Voluntary Transaction Agreement

Self-Addressed Stamped Envelope

INSTRUCTIONS to PROPERTY OWNER

You must do one of the following within 14 days!

1. To **Make an Offer to Sell** (to accept a buyout), please sign all three copies of the enclosed Voluntary Transaction Agreement and return to the Agent in the enclosed envelop, OR call the Agent to schedule a meeting to review the documents.

2. To **Reject** a buyout, please sign here and return to the Agent at the address below:

Signature: _____ Date: _____

3. To **Contest or Appeal** the Determination of Compensation, please sign here and return to the Agent at the address below. Please call the Agent immediately for instructions to obtain an appraisal which should be prepared within the next two weeks:

Signature: _____ Date: _____

STATEMENT OF DETERMINATION OF COMPENSATION

Property Location:

Tax Map/Lot/Parcel No.

Legal Description: Premises known as

(Address)

Names of Owner(s) of Record: _____

Type of Residence: <input type="checkbox"/> Single family <input type="checkbox"/> Multiple family
Number of Rooms: _ Total _ Bedrooms Other rooms _ Baths (whole/half)
Exterior (check one): <input type="checkbox"/> Brick <input type="checkbox"/> Wood <input type="checkbox"/> Siding <input type="checkbox"/> Concrete <input type="checkbox"/> Other
Size of Residence: Square feet of conditioned space
Size of Lot: _____ square feet or _____ acres
Other Improvements: <input type="checkbox"/> Detached garage <input type="checkbox"/> Shed <input type="checkbox"/> Other: _____

Interest to be acquired: Fee Simple Conservation Easement

Amount of Compensation: \$ _____ .00. This amount is based on an appraised pre-flood Fair Market Value of \$ _____ .00, from which a total adjustment (deduction) of \$ _____ has been made to avoid Duplication of Benefits.

Duplication of Benefits: The adjustment for Duplication of Benefits accounts from the owner's insurance and disaster assistance payments received for repairs. If receipts were not provided to document that repairs were made, a deduction is made. If repairs have been made and documented with receipts, a credit is made. The total adjustment is composed of:

- (a) A deduction for an insurance payment of (\$ _ .00),
 - (b) A deduction for an IFG Grant payment of (\$ _ .00),
 - (c) A deduction for an EMR Grant payment of (\$ _ .00), and
 - (d) A credit for documented repairs of \$ _ .00.
- Total Adjustment (Deduction): \$ _ .00.

Description of Appraisal Technique: The amount of compensation does not include any increase in the Fair Market Value of the property caused by the floodplain buyout project. The amount of compensation is based upon an appraisal which utilized the Market Data approach for studying the property in the light of its own characteristics and location in relation to the sales of other similar sites in the same general area, considering its highest and best use as a single family (multiple family) residential property.

The estimated Fair Market Value of this property was estimated as of the **(date of appraisal)**. This estimate is “pre-flood,” i.e., the estimate does not reflect any economic depreciation to the property that might have occurred as a result of flooding which took place on **(event date)**. The definition of Market Value is: "The amount of cash, or on terms reasonably equivalent to cash, for which in all probability the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to buy."

Rehousing Assistance Benefit: *(use this only if community adopted ORAP)* The **(Name of community)** has adopted a policy that allows payment of certain assistance if an evaluation of comparable housing in the area indicates that the purchase price is not sufficient to buy comparable housing. If you are eligible for this assistance, it will be computed based on the actual cost of comparable housing, and it will be paid separately when you close on the purchase of the new house.

Community Official/Agent

Date

VOLUNTARY TRANSACTION AGREEMENT *(Owner's Agreement to Sell, Community's Offer to Buy)*

VOLUNTARY TRANSACTION AGREEMENT

THIS AGREEMENT is made and entered into this _____

day of _____

, 20__

by and between the **(Name of Community)**, acting by and through the **(name of governing body)**, hereinafter referred to as the **(Name of Community)**, and **(legal name of all owners)** hereinafter referred to as the SELLER.

WITNESSETH:

THAT, the **(Name of Community)** is acting under a Hazard Mitigation Grant Program grant from the Federal Emergency Management Agency (FEMA), administered by the Florida Division of Emergency Management (FDEM) to purchase certain property in Florida in which the SELLER owns an improved property located at _____ and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLER represents that the above-referenced property was damaged by flood, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that there is NO OBLIGATION TO SELL the property, but the SELLER chooses to do so VOLUNTARILY, and that power of eminent domain will not be used to acquire this property, if SELLER chooses to withdraw from voluntary participation in this program.

The parties agree as follows:

1. **(Name of Community)** agrees to pay the SELLER for said property the sum of _____ and no/100 dollars (\$ _____ .00) payable at settlement after the acceptance of this Agreement and preliminary approval of the Seller's title; provided the Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.
2. SELLER acknowledges that the price to be paid for the property is the pre-flood Fair Market Value of \$ _____ with deductions for Duplication of Benefits in the amount of \$ _____ as set forth in the Statement of Determination of Compensation, Exhibit B which is attached hereto and made a part hereof.
3. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property, including real estate taxes which are due and payable to the date of settlement. It is further understood that the Hazard Mitigation Grant Program funds being used for the purchase of the property, cannot and will not duplicate benefits received for the same from any other funds. The SELLER will return any disaster aid money received if such money results in a Duplication of Benefits.

4. SELLER agrees that it will execute all necessary documents to transfer fee simple title to the property to the **(Name of Community)** and also agrees to execute now and in the future, any and all documents required by the **(Name of Community)** to complete this transaction and to comply with local, State or federal regulations.

5. SELLER shall not remove any property considered a portion of the real estate without prior written notice to the **(Name of Community)** and providing appraisals of such properties. The value of the property so removed, as finally determined, will be deducted from the purchase price, if the purchase price has not as yet been paid in full or will be repaid by the SELLER within ten (10) days after removal if the purchase price has been paid to the SELLER. The value of the property removed will be determined solely by the **(Name of Community)** and must be negotiated prior to removal.

6. SELLER understands that no fixtures, materials or improvements to the real estate may be removed from the premises, and, because of legal liability reasons, the **(Name of Community)** will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this agreement may result in changing the Fair Market Value of the structure.

7. SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits.

8. SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if it so chooses, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the **(Name of Community)** as a result of this Agreement or anything incident to the sale of the referenced real property.

This agreement is binding upon the heirs, executors, successors and assigns of all parties.

DATED this _____ day of _____, 20__.

 Witness

 SELLER

 Witness

 SELLER

(Name of Community) Authorized Agent

Exhibit A (Legal description of property)

Exhibit B (Duplication of Benefits)

**LETTER TO PROPERTY OWNER
TO SCHEDULE MEETING TO EXPLAIN OFFER**

(Community Letterhead)

We have received your Voluntary Transaction Agreement *[or notice that you will obtain another appraisal for]* the property known as: _____.

We would like to meet with you to review the Voluntary Transaction Agreement, the Determination of Compensation, and the Duplication of Benefits summary, and to explain how the project will move forward. You will be contacted by the **(name of community)**'s Agent *[or Please call _____]* to schedule a meeting.

Please see the enclosed checklist showing what you should bring to the meeting, and call us at the number below if you have questions.

Enclosure:

What Should I Bring to the Meeting?

Community or Agent Contact Information:

CHECKLIST FOR PROPERTY OWNER

WHAT SHOULD I BRING TO THE MEETING?

You will meet with **(name of community or Agent)** to answer your questions and to review the Statement of Determination of Compensation and the Voluntary Transaction Agreement.

Please bring the following to the meeting. Also, be sure to write down any questions you have so that we can do our best to answer them.

- The property deed.
- Power of attorney if you are representing other people who have an interest/ownership in the property.
- Paperwork from your flood insurance claim payment, if you had one.
- Paperwork from other disaster assistance or loans you received.
- Receipts for all repairs made to the home.
- A second appraisal, if you decided to pay for one. Be sure you contact the Agent before you get this appraisal. It must be done in a way that satisfies certain criteria in order for it to be considered for an adjustment to the purchase price.

Community or Agent Contact Information:

CHECKLIST FOR SECOND MEETING WITH PROPERTY OWNER

The purpose of the second meeting with property owners is to go over all the paperwork, the Determination of Compensation, the Duplication of Benefits deduction, and the Voluntary Transaction Agreement. This is the time to make sure they understand the rest of the process. This form can be used as a general guide, or you can make a copy to document each meeting.

As you review for completeness, be sure to explain the following:

- If the Owner(s) have not returned Questionnaire #2, go over it and make sure they note their decision and sign it.
- Be certain to verify that ALL owners listed on the deed have signed the paperwork. If heirs or other owners are found during the title work things will be delayed.
- Go over every part of the Determination of Compensation.
 - Is the description of the home accurate?
 - Does the owner have any receipts that should prompt an adjustment in the
 - DOB? Explain how the appraisal was done, considering pre-flood value.
- Review the Voluntary Transaction Agreement. Explain that because this is a voluntary program, they first make an “offer to sell” which the community then accepts. Signing the Voluntary Transaction Agreement only gives the community permission to proceed with the title work and preparing to actually buy the property.
- Make sure the owner understands that the property must be vacant 24 hours before closing.
- Review what the owner can and cannot remove from the property, unless specifically negotiated with you. Removing some items may affect value. Remember, owners can't both keep an item and be paid for it, so technically, removing significant items should result in a reduced purchase price.
- Any other questions the Owner has. SUGGESTION: write down the questions and be sure to follow-up in writing. Do not guess!



LETTER TO TENANT FOR RELOCATION ELIGIBILITY

(Community Letterhead)

On **(date of initiation of negotiations with owner)** the **(Name of community)** initiated negotiations with the owner of the property known as _____ . A Voluntary Transaction Agreement was received on **(date)**. This property will be purchased as part of the floodplain acquisition project.

Our records indicate that you are a tenant of this property. If the owner accepts the final purchase offer, you will have to vacate the building. ***You do not need to move now.*** We will send you a notice no less than 90-days before the date that you must move.

You may be entitled to a relocation payment and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. If you are eligible, you may choose:

1. A payment for the actual difference in rent and utilities (if any) and reimbursement of your actual reasonable moving (with receipts), or
2. A fixed payment.

Please notify us immediately to tell us how long you have lived in this rental unit.

Contact Information

INSTRUCTIONS: *If tenant occupied home for at least the 90-day period prior to “initiation of negotiations” with the owner, send this, or comparable letter.*

(Community Letterhead)

You have notified us that you have rented the property known as _____ since _____. On **(date of initiation of negotiations with owner)** the **(Name of community)** initiated negotiations with the owner of this property, which is expected to be purchased as part of the floodplain acquisition project.

You are eligible for a replacement housing payment to help you rent or buy a “comparable replacement home.” To determine a “comparable replacement home,” we have determined that the following are available, which you may want to consider renting. If you have no transportation, we can provide you with transportation to inspect these units:

Address	Rent and Applicable Utility Costs	Name and Telephone Number of Contact Person
1. _____	\$ _____.00	
2. _____	\$ _____.00	
3. _____	\$ _____.00	

SUGGESTION TO COMMUNITY: *You may want to include some narrative descriptions of the properties, for example: “Preliminary inspections have been made for 822 Fairview Road and 9810 Fields Avenue. 822 Fairview Road will install a smoke detector and be re-inspected prior to being rented. 9810 Fields Avenue will clean out the basement and be re-inspected prior to being rented. The apartment at Tierra Linda Apartments will be inspected June 2, 2015. This complex has a good record with the City for inspections.*

After you find comparable housing we will determine your replacement housing payment. To do this, we will determine the difference between what you are now paying for rent and utilities and what you expect to pay for rent and utilities for the new rental unit, up to a maximum of \$100 per month. For example, if

we determine that you will have to pay \$100 more per month, then the maximum amount of your replacement housing payment will be \$4,200 (\$100 x 42 months). This is only an example. The amount you receive will be determined based on the actual difference.

Contact us immediately if you do not agree that the units listed above are comparable to your home. We will explain the basis for our selecting these units. And, if necessary, we will help you find other units. We will not base your payment on any unit that is not a "comparable replacement home." Should you wish to buy rather than rent a decent, safe, and sanitary replacement home, you would be eligible for a down payment up to \$4,200. Let us know if you would prefer to buy a replacement home, and we may be able to help you find one.

While you are eligible for assistance to help you relocate, you must do certain things to remain eligible. (For example, you must move to a decent, safe, and sanitary home within one year after you vacate your present home.) Therefore, do not commit yourself to rent or buy a home until we inspect it. Throughout this process, you also are entitled to housing referrals, counseling, and other services.

A representative of this office will contact you soon to determine your needs and preferences. He or she will explain your rights, help you find replacement housing, and obtain the relocation payments and other assistance for which you are eligible.

In the meantime, if you have any questions, please call _____ at _____.

Remember! *Do not move before we have a chance to discuss your eligibility for assistance! Moving to another location may jeopardize your eligibility to participate in this tenant relocation assistance program.*

Please keep a copy of this letter for your records.

SAMPLE 90-DAY NOTICE TO VACATE (FOR TENANTS)

As you know, the **(Name of community)** is buying the property known as _____ that you are renting. We have contacted you about relocation assistance and finding comparable replacement housing.

This letter is to notify you that you must vacate the rental home at this address within 90 days, by _____.

Any personal property left behind at the end of this 90-day period shall become the property of the **(Name of community)** and may be disposed. We will send you a second notice 30 days before the date you have to move.

You are required to continue to pay rent and utilities for as long as you live in this unit. You are also responsible for general upkeep to preserve the unit in its current condition for as long as you live there. The **(Name of community)** shall not be liable for any accidents or damages caused by the negligence of tenants or their guests.

Your continued tenancy at this address is conditioned on good and proper conduct during this 90-day period. Any violations of these conditions are grounds for immediate eviction.

Please call us if you have any questions.

Community Contact Information:



SAMPLE 30-DAY NOTICE TO VACATE (FOR TENANTS)

This letter is to remind you that the **(Name of community)** is buying the property you rent at _____. Please remove all of your possessions and vacate by

You now have 30 days to vacate this property.

If you have questions or need additional assistance, please call us.

***** OR *****

This letter is to remind you that the **(name of community)** is buying the property you rent at _____. Please remove all of your possessions and vacate by

You now have 30 days to vacate this property.

Your relocation assistance funds should be available by _____. We will call you as soon as the check is ready. Please let us know if you would like help with utility deposits. If you have questions or need additional assistance, please call us.

Community Contact Information:

**LAND USE RESTRICTIONS:
RECORD WITH DEED**

N-1

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A. Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between _____ (property owner) participating in the federally-assisted acquisition project ("the Grantor") and _____ County Board of County Commissioners, ("the Grantee"), its successors and assigns:

WHEREAS, Section 1366 of the National Flood Insurance Act of 1968, 42 U.S.C. § 4104 et seq., identifies the use of disaster relief funds under § 4104c, **Flood Mitigation Assistance Program ("FMA")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the State of _____ has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated _____ with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in _____ County, and _____ County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the _____ County Board of County Commissioners, acting by and through the _____ County Board of County Commissioners, has applied for and been awarded federal funds pursuant to an agreement with the State _____ dated _____ ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the

State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on _____, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

**CONDITIONS OF CONSERVATION EASEMENT:
RECORD WITH DEED**

REFERENCE this as an Exhibit in the deed, and record it with the deed.

EXHIBIT

In reference to the Deed between **[full name(s) of all property owner(s)]** (“Grantor”) participating in the Floodplain Acquisition Project funded in part by the Federal Emergency Management Agency (“FEMA”) and **[the community]**:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("the Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program), ("HMGP"), including the acquisition and /demolition relocation of flood damaged property; and

WHEREAS, Section 404 of the Stafford Act provides a process for Subrecipients, through the State of Florida, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual and compatible open space;

WHEREAS, the **(Name of community)**, acting by and through the **(Insert name of governing body)**, hereinafter referred to as the **[Council/Commissioners]**, has entered into a cooperative grant agreement with the Florida Division of Emergency Management, hereinafter referred to as “FDEM,” dated

_____, ("Grant Agreement") in which the **[Council/Commissioners]** is authorized to acquire a perpetual conservation easement over certain flood-prone real property; and

WHEREAS, the terms of the Stafford Act and regulations promulgated thereunder (44 C.F.R. §206.434) require that the **(Name of community)** agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural and beneficial floodplain functions, and WHEREAS, the **[Council/Commissioners]**, hereinafter referred to as the “Grantee,” has determined that it is necessary in order to promote the public interest for the purposes provided in the Act to acquire a perpetual conservation easement over certain real property owned by the Grantor;

NOW, THEREFORE, the Grantor, for and in consideration of the sum of _____ (\$_____.00), in hand paid, does voluntarily convey and warrant unto the said Grantee the real estate ("land") described in a _____ which is attached hereto and made a part hereof.

The Grantor releases and quitclaims unto the Grantee all right and interest which Grantor may have in that portion of the property described herein, except as expressly agreed and described herein, to include such compatible uses as _____
_____.

This perpetual conservation easement is expressly subject to rights outstanding in third parties for existing easements for public roads and highways, public utilities, railroads and pipelines *[unless otherwise negotiated with the holders of those easements]*.

The said Grantor covenants that the Grantor has the right to convey the said perpetual conservation easement; that the Grantor has done no act to encumber the same; that the said Grantee shall have quiet and peaceful use of the same; and that he, the said Grantor, will execute such further assurances of the said land as may be requisite and Grantor hereby releases and waives all rights under and by virtue of the Laws of the State of Florida.

The Grantee accepts the conveyance of this perpetual conservation easement and, by causing its duly authorized representative to sign this instrument on its behalf, agrees to hold the herein described real estate subject to the terms of the Stafford Act and regulations promulgated thereunder (44 C.F.R. §206.434), as they read now or may be amended in the future, which documents include, among other provisions, the following conditions and restrictions:

1. Purpose. This perpetual conservation easement is made for conservation purposes in order to restrict the use of the land to open space and compatible uses in perpetuity to protect and preserve natural floodplain functions and to prevent any future use of the property that would significantly impair or interfere with those functions.
2. Terms and Conditions. In order to accomplish the purposes of this easement and, pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), as they read now and may be amended in the future, the following conditions and restrictions shall apply in perpetuity and shall run with the land as an incorporeal interest in the property:
 - a. Compatible uses. The land shall be used only for purposes that are compatible with open space, recreational, or wetlands management practices; in general, such uses include parks, outdoor recreational activities, nature reserves, unimproved pervious parking lots, grazing, agricultural uses, and other uses described in 44 C.F.R. § 206.434, as it reads now and may be amended in the future.
 - b. Use of Land. The Grantee agrees that the land shall be used only for purposes compatible with open space, recreational, wetlands management purposes, or other compatible purposes expressly approved by the FDEM;
 - c. Conditions on Structures. The Grantee agrees that no new structures or improvements shall be erected on the premises other than a restroom or a public facility that is open on all sides, designed and constructed in conformance with codes and ordinances

adopted for participation in the National Flood Insurance Program, and functionally related to the open space use;

- d. **Limitation on Disaster Assistance.** The Grantee acknowledges that no future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
 - e. **Conveyance of Ownership.** The Grantee agrees that it shall convey the property or any interest therein, only to another public entity, or a qualified non-profit entity, and only with prior approval from the FDEM and the Regional Director of FEMA. Such conveyance shall be made expressly subject to the above-referenced conditions and restrictions which shall run with the property in perpetuity.
3. **Inspection.** FEMA, its representatives, and assigns, including the State, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms and conditions of these conditions and restrictions.
 4. **Enforcement.** If the subject property is not maintained according to the terms and conditions of the conditions and restrictions set forth herein, the Grantee, the FDEM, and FEMA, its representatives and assigns, are responsible for taking measures to bring the property back into compliance.
 5. **Severability.** Should any provision of these conditions and restrictions and application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions and their application shall not be affected and shall remain valid and enforceable.

WITNESS the following signature and seal on this day and year first above written.

Grantors' Signature(s)

Date

Grantor Name(s) (printed or typed)

Subrecipient Representative's Signature

Date

Subrecipient Representative's Name and Title (printed or typed)

[To be witnessed and notarized in accordance with State and/or local law.]



DUPLICATION OF BENEFITS CERTIFICATION: BY OWNER

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).

In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No _____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is \$ _____.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.

Have you received ICC payments? _____

If so, how much ICC funds have you received? _____

Do you plan on receiving ICC payment? _____

If so, how much ICC funds do you plan on receiving? _____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: _____

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: _____

Owner Name:

Property Address:

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Signed

Signed

Date

CERTIFICATION OF REMOVAL OF PERSONAL PROPERTY AND DEBRIS

This certification to be signed on the date of closing, in the presence of the Closing Agent.

I/We, the undersigned, as SELLERS of the property locally known as _____, am/are voluntary participant in the **(Name of Community)** project to acquire floodplain homes. I/we hereby state that I/we have removed all personal property, equipment and debris including but not limited to all vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc., from the property. I/we further declare that all personal property remaining on the premises as of this date is hereby abandoned and I/we relinquish any further claim thereto. I/we understand that the property will be cleared of all buildings and improvements, debris will be removed, and the site will be vegetatively stabilized.

Signature of Seller

Date

Signature of Seller

Date

Community/Agent

Date



CERTIFICATE OF INSPECTION AND POSSESSION

INSTRUCTIONS: Inspect the property at least 24 hours before closing.

Property Address	
Tax Assessment or Building ID#	
Owner Name(s)	

THIS IS TO CERTIFY THAT THE PROPERTY IDENTIFIED ABOVE HAS BEEN INSPECTED AND FOUND TO BE VACANT AND READY FOR POSSESSION UPON COMPLETION OF THE PROPERTY TRANSFER.

Dated

Inspected by

CERTIFICATE OF SITE INSPECTION

(NAME OF COMMUNITY)

THIS IS TO CERTIFY THAT THE PROPERTY IDENTIFIED BELOW HAS BEEN INSPECTED TO DETERMINE COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE STAFFORD ACT, SECTION 404, PROPERTY ACQUISITION AND DEMOLITION POLICIES AS ADMINISTERED BY THE STATE OF FLORIDA AND ITS REPRESENTATIVES.

THE STRUCTURE(S) ON THIS PROPERTY, AND OTHER SITE IMPROVEMENTS, HAVE BEEN REMOVED AND THE SITE IS SMOOTH GRADED AND STABILIZED TO MINIMIZE EROSION.

PHOTOGRAPH ID # _____

PROPERTY LOCATED AT

Street Address

LAT:

LONG: _

Dated

Local Certifying Official

HMGP PROJECT COMPLETION CERTIFICATE

For submission with final request for reimbursement.

Disaster Declaration No. _____

Subrecipient (Community) _____

SUBRECIPIENT CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, all work and costs claimed are eligible in accordance with the Section 404 Hazard Mitigation Grant Program Subrecipient Agreement, all work claimed has been completed, and all costs claimed have been paid in full.

Signed: _____
Subrecipient Authorized Representative Date

I certify that all funds were expended in accordance with the State- Subrecipient Agreement, and I request a final payment of \$_____.

Signed: _____
Subrecipient Authorized Representative Date

Attachment: Subrecipient Checklist for Final Inspection/Close-Out

SUBRECIPIENT CHECKLIST FOR FINAL INSPECTION/ CLOSE-OUT



STATE OF FLORIDA
Division of Emergency Management

Subrecipient Checklist for Final Inspection/Close-out

This Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA) and Pre-Disaster Mitigation (PDM) checklist is designed to provide guidance to the Subrecipient, outlining the documentation needed in preparation for final inspection/close-out. State staff, i.e. Planners, Engineers, and Environmental Specialists, will conduct a final site visit to verify that all documentation submitted supports the approved project scope completed and the request for final inspection/close-out. The following list of items should be forwarded to the State DEM office, or be provided to the DEM representative at the time of the final site visit for review.

Section One:

Subrecipients letter requesting a Final Inspection is to include the following:

- The project is 100 percent complete.
- The scope of work has been completed in compliance with the State/Subrecipient agreement.
- The relevant building codes & standards were satisfied; and as applicable, the shutter system complies with Dade County specifications and Standards.
- The Summary of Documentation is provided to the State DEM to support the total project cost claimed for reimbursement.
- Any Overrun/underrun amounts are specifically noted acknowledging the balance remaining of (a) Non-spent funds, or (b) spent funds that exceed the project's obligated amount.

2 5 5 5 SHUMARD OAK BOULEVARD • TALLAHASSEE , FLORIDA 32399-2100

Phone: (850) 413-9969 FAX: (850) 921-0781

www.floridadisaster.org

Subrecipient Checklist Final Inspection/Close-Out

Page Two

Section Two:

Subrecipients Summary of Documentation for total project reimbursement claimed:

- Complete this attachment outlining **in detail by line item** expenses incurred in the project. Note: This form is an attachment to the State/Subrecipient agreement and is entitled, **Summary of Documentation in Support of Amount Claimed for Eligible Disaster Work.**

Section Three:

Subrecipients approved Scope of Work vs. actual Scope of Work performed:

- The Subrecipient is to provide a copy of the initial Scope of Work that was approved, and a copy of the actual Scope of Work performed. The Scope of Works will be compared to examine for any change orders that may have occurred in the project.

Section Four:

Subrecipients Feasibility Report

- The Subrecipients Feasibility Report should note the structural integrity of the building(s) that have been mitigated, i.e. shuttered or elevated. The local building inspector/ official should provide this correspondence to the Subrecipient for transmittal to the State DEM office. The inspector's report should be authenticated with the seal of the county or the inspector's authorized personal seal.

Section Five:

Subrecipients Reimbursement Request Documentation:

- The Subrecipient should ensure that all necessary supporting documentation, i.e. Contractor's Invoices, canceled checks for reimbursement is clear, and reflective of the detailed line items submitted on the Summary of Documentation.

Section Six:

Subrecipients Contracts:

- **The Subrecipient is to provide:**
- Bid Tabulation and listing;
- Executed contracts with contractors and Procurement methods; Contractor's billings and
- Change orders;
- Letter from Subrecipient stating contractor's eligibility was verified.
- **Note: Debarred contractors are not eligible vendors.**

**Subrecipient Checklist Final Inspection/Close-Out Page
Three**

Section Seven:

Subrecipients Acknowledgement of Overrun/ Underrun:

The Subrecipient is to provide:

- The total dollar amount expended on the completed project;
- The total dollar amount remaining as a balance, **if all money that is obligated is not utilized (Underrun).**
- The total dollar amount expended as an overage, **if the money spent surpasses the obligated Amount (Overrun).**

Section Eight:

Subrecipients Request for Time Extension:

- Was a time extension required for the project?
- Was a time extension granted for the project?

Section Nine:

Subrecipients Proof of Payment Documentation:

- For each reimbursement payment requested the Subrecipient is to provide proof of payment, i.e. copy of front & back of canceled payment checks and the respective invoice(s). **The submittal of this documentation is for the purpose of state and federal auditing of the program's grant money.**

Section Ten:

Certified Letter from Subrecipients Engineer/ Inspector:

- The Subrecipients Engineer of Record/ Project Inspector is to provide the Subrecipient a formal certificate/ or letter affirming that the project has been completed in conformance with the approved project drawings and specifications; as applicable, the shutters are in compliance with the Dade County Standards.

Section Eleven:

Certificate of Completion from School District/Board:

- The Subrecipient is to provide a Certificate of Completion by the respective School District/ Board confirming the building code; as applicable, i.e. shutters.

**Section Twelve: Certificate of
Occupancy:**

- The Subrecipient is to provide a Certificate of Occupancy from the respective Permitting Agency(ies); as Applicable, i.e. and elevation certificate.

If you need assistance or have questions, please contact:
Florida Division of Emergency Management at 850-413-9969

STATE'S PROJECT CLOSEOUT CHECKLIST

This list is included so that you can keep and prepare your project and property case files to facilitate the closeout process. The Florida Division of Emergency Management will visit the acquired properties and review your files.

ACQUISITION PROJECT CLOSEOUT CHECKLIST

- Map showing individual properties with precise longitudinal and latitudinal locations.
- Residential Substantial Damage Estimate signed by a local building official or Benefit Cost Analysis with a ratio of greater than 1.0.
- Copy of appraisals.
- Copy of property surveys, if applicable.
- Copy of open space agreements or leases, if applicable.
- Copy of recorded deeds with restrictions and any recorded attachments.
- Copy of closing statements with a copy of checks.
- Copy of summary of bids for all contracts.
- Copy of executed contracts between Subrecipient and vendors/contractors.
- Copy of Well Closure permits, if applicable.
- Copy of Septic Tank Closure permits, if applicable.
- Copy of Asbestos Notification to Department of Environmental Protection.
- Affidavit or tipping receipts documenting disposal of debris.
- Pictures of each cleared and stabilized site.
- Reconciled "as built" project budget.
- Copies of requests for reimbursements.
- Copies of front/back of cancelled checks.
- Project Completion Certificate, and Subrecipient Checklist for Final/Inspection Close-Out

PROJECT MANAGEMENT AND IMPLEMENTATION TASKS

PROJECT MANAGEMENT: The following general tasks can be used to select or hire an employee to serve as the Project Manager, or to procure management services.

The Floodplain Buyout Project Manager will be responsible for:

- A. General oversight of the project.
- B. Coordination with the Florida Division of Emergency Management.
- C. Periodic reporting to the Commission/Council.
- D. Preparing and implementing an outreach plan, including public meetings, telephone messaging, newsletter, and coordination with the media.
- E. Identifying and coordinating with non-governmental partners.
- F. Coordinating with other local agencies that may be performing selected services.
- G. Procurement and oversight of contractors to perform selected services, which may include real property appraisals, boundary surveys, title services, and demolition work.
- H. Conducting or overseeing one-on-one meetings with property owners to explain the project, encourage participation, and to complete required paperwork.
- I. Maintaining complete and accurate project records as required by the State and necessary to prepare periodic reports.
- J. Coordinating with the Budget Department to monitor project accounting.

IMPLEMENTATION MANAGEMENT: Implementation tasks can be performed by the community's Project Manager or contracted out. The following is written in the form of a Scope of Work which can be used to procure specialty services.

TASK 1 - Procure Title Company Services

The Contractor will procure the services of a Title Company that is licensed to do business in the State of Florida and is properly qualified to provide a Commitment to Insure, to provide Escrow and Closing Agent Services, and to issue a Title Insurance Policy from a nationally recognized insurer to insure the purchaser as having a good and marketable title to the property to be acquired. The services of the Title Company will be paid by the Community.

TASK 2 - Procure Contract for Appraisal Services

The Contractor will procure the services of a Certified Residential Real Estate Appraiser who is properly qualified and registered in the State of Florida to provide an estimate of the Fair Market Value of each property to be acquired. The Contractor will consult with the Community to prepare instructions for the appraisals, including the date of valuation (e.g., immediately preceding the flood that triggered eligibility for each property). The services of the Certified Residential Real Estate Appraiser will be paid by the Community.

TASK 3 - Review and Oversight of Title Company Activities

The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems

are encountered, the Contractor will seek resolution from the Title Company.

TASK 4 - Review of Appraisal

The Contractor will review the appraisals for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements. The Appraiser's estimate of value should be well-documented and supported by the best comparable sale data available. The Contractor will prepare an appraisal review form for each appraisal. Errors, omissions and unsupported conclusions will be brought to the attention of the Appraiser and the report will be revised as needed to meet the Contractor's requirements. An approved estimate of value will be prepared. Should a property owner later challenge the Determination of Compensation and provide his or her own appraisal, the Contractor will review the owner's appraisal and a revised Offer to Sell will be prepared, as appropriate. The review of owner appraisals and the preparation of revised offers will be billed as a separate service under this Task.

TASK 5 - Development of Data to Determine Compensation

The Contractor will review information obtained by the Community from appropriate federal and State agencies and a Duplication of Benefits assessment will be prepared for each property owner to recommend of the amount of compensation for each property. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper deductions from value will be made in accordance with standard policies and procedures of the Grant agency.

TASK 6 - Preparation of Determination of Compensation and Offer to Sell Real Property

Using the data developed or obtained in Task 5, the Contractor will prepare the following documents: (1) Letter to each property owner explaining the acquisition process and their rights and options, to be signed by the Community official; (2) a Statement of Determination of Compensation for each property to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each property.

TASK 7 - Negotiation

The Contractor will scheduled a personal meeting with each property owner, at which time the letter explaining the acquisition process and the owner's rights and options will be reviewed and the Statement of Determination of Compensation and Offer to Sell Real Property will be presented and explained. If Duplication of Benefits deductions are made and the property owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments to the appropriate documents will be made. The meetings will be conducted in facilities provided by the Community.

TASK 8 - Preparation of Deeds

The Contractor will prepare a Deed for each property in a form that meets the requirements of the FEMA Section 404 program (and additional requirements if specified by the Community) and that will be suitable for recording with the Recorder of Deeds in the appropriate County. This Deed will recite the true consideration to be paid, will identify the interest in the land to be acquired, and will include the appropriate deed restrictions.

TASK 9 - Oversight and Coordination of Settlements

The Title Company will be responsible for scheduling a closing session with each property owner and for the preparation of all documents necessary for closing. The Contractor will monitor these activities to ensure that they are performed in a timely manner and that all matters are properly coordinated. A list will be prepared and provided to the Community prior to each closing to identify the amount needed for disbursement by the Title Company at the closing. The list will identify each property by parcel number, owner name, address of property, and amount of compensation. The Community will be advised to deposit the needed funds in the Title Company escrow prior to closing.

TASK 10 - Preparation and Maintenance of Hard Copy Case Files

A hard copy case file for each property purchased will be prepared and submitted to the Community upon completion of the acquisition project. This file will contain, at a minimum, copies of: the application package from the property owner; the appraisal; all correspondence to the property owner and from the property owner; the Determination of Compensation; the Offer to Sell and any revisions thereto; the final title insurance policy; and the recorded Deed. Notes regarding property owner meetings and various discussions will be included, as appropriate.

TASK 11 - Determine Relocation Benefits for Eligible Tenants

The Contractor will review eligibility of tenants for relocation benefits under the Uniform Property Acquisition and Relocation Assistance Act (URA) and FEMA Guidelines. The Contractor will obtain information from each tenant and recommend benefit amounts to be paid. These benefits may include rental differential, moving costs and miscellaneous cost payments. The Contractor will prepare an Agreement to be executed by each eligible tenant, explain the benefits, and oversee the payment of benefits.

TASK 12 – Provide Progress Reports as Required by Community/State Programs

The Contractor will provide status reports to the Community in a timely manner for inclusion in the Community's quarterly reports to the State. In addition to the status of each property to be acquired, any problems that have been encountered and that may affect the completion as scheduled will be identified.

SAMPLE SCOPE OF WORK TO PROCURE APPRAISAL SERVICES

(Can be used to solicit written or telephone bids)

The [Community name] is procuring the services of a Certified Residential Real Estate Appraiser certified in the State of Florida to provide appraisal services in support of the Floodplain Acquisition Project in the area of _____. A total of _____ properties may be appraised as part of this project. A map showing the area(s) where the properties are located is attached. The actual number of appraisals to be performed will be determined as property owners express interest in being bought out as part of the project, but is estimated to be no more than _____ and no fewer than _____ properties.

Services to be provided include preparation of an estimate of the Fair Market Value of each parcel, prepared in accordance with the Uniform Standards for Professional Appraisal Practice (USPAP). The estimate is to reflect the Fair Market Value immediately prior to the date of the flood which occurred on _____.

You will be required to submit two copies of a complete report using the Uniform Residential Appraiser Report Form 1004, including;

- Photographs,
- Comparables,
- Location map,
- Building sketch,
- Notation indicating presence of observed water well, septic tank, and above or below ground fuel tanks, and
- Other appropriate addenda.

If you are interested in being considered for this work, please submit a written, unit cost bid no later than _____.

Please indicate any assumptions or conditions associated with your bid. You may FAX it to _____ or send by mail to:

SAMPLE SCOPE OF WORK TO PROCURE PROPERTY BOUNDARY SURVEY SERVICES

(Can be used to solicit written or telephone bids)

While a boundary survey is part of the normal real estate transaction, you may decide you do not need to survey all properties, especially those that are surrounded by lots that are being purchased.

The [Community name] is procuring property boundary survey services in support of the Floodplain Acquisition Project in the area of _____. A total of _____ properties may be surveyed as part of this project. A map showing the area(s) where the properties are located is attached. The actual number of surveys to be performed will be determined as property owners express interest in being bought out as part of the project, but is estimated to be no more than _____ and no fewer properties than _____.

Services to be provided include preparation of the property boundary survey. The plat for each property shall also show:

- The footprint of the building(s);
- The location of the water well (if any);
- The location of underground tanks (if any); and
- Any visible or known encroachments, easements, or private/public rights-of-way.

If you are interested in being considered for this work, please submit a written, unit cost bid no later than _____.

Please indicate any assumptions or conditions associated with your bid. You may fax it to _____ or send by email to _____.

SAMPLE SCOPE OF WORK TO PROCURE TITLE SERVICES

(Can be used to solicit written or telephone bids)

The [Community name] is procuring title services in support of the Floodplain Acquisition Project in the area of _____. A total of _____ properties may be acquired as part of this project.

Services to be provided include title search and commitment; escrow and closing; and issuance of title insurance policies. Closings will be held in the offices of the selected provider, and closings for the initial group of properties are anticipated to take place on or about _____.

Please note the following:

1. The title insurance policy shall be on the Owner's Policy Form;
2. The [Community name] will be the named insured;
3. A detailed breakdown of tax information is required;
4. The [Community name] will pay the costs of closing;
5. The seller will pay only those costs necessary to clear the title;
6. A copy of each referenced plat, easement and out conveyance is required;
7. The amount of the final policy will vary and will be based on your quoted rates;
8. The [Community name] will prepare the conveyance deeds and your company shall review them to ensure that the proposed deeds meet all statutory requirements;
9. The [Community name] will provide you copies of the Agreements for Sale, executed by the sellers; and
10. You will provide the binder within twenty (20) days from your receipt of a signed Agreement for Sale.

If you are interested in being considered for this work, please submit a written, unit cost bid, including all costs, fees, and rates, no later than _____. Your bid is to include in detail all costs. You may fax it to _____ or send by email to: _____.

SAMPLE SCOPE OFWORK TO PROCURE DEMOLITION CONTRACTOR

Communities are to use their established procurement process to obtain the demolition contractor. The following offers sample language to be included in the bid package. This example is NOT a complete bid package.

CONTRACTOR SERVICES AND SCOPE OF WORK

1. Professional Services Required

Contractor services to be provided by a **State-Certified or Registered Contractor**, licensed by the State of Florida. Services will be procured by Competitive Bids consistent with the **(name of community)** bidding policy and subject to 24 CFR 85.36, as it pertains to procurement of services. All contractors wishing to bid on the advertised project are required to meet minimum qualifications, as established by the **(name of community)** Board of Commissioners, to be considered eligible for consideration of their competitive bid.

2. Project Summary

Contractors will provide their competitive bid to demolish and/or remove all improvements, close septic systems, close water wells, remove hazardous materials (if any), and return the sites to smooth graded, stabilized condition, in accordance with applicable federal, state, and local statutes, regulations, plans and policies. A consideration of salvage should be reflected in the final bid. The project consists of _____ properties, and will not be awarded in pieces. The specifications on each property are included in the Bid Package, which is available at: _____

3. Contractual Responsibilities

The selected contractor will work for the **(name of community)** Board of Commissioners and will be responsible to the County and the Florida Division of Emergency Management for satisfactory completion of the project.

4. Pre-Bid Conference

A Pre-Bid Conference will be held at _____. Contractors not in attendance will not be eligible to bid.

5. Bidder's Qualifications

All contractors responding to the Request for Sealed Competitive Bids must demonstrate the following qualifications to be considered eligible:

- a. Provide a copy of the Certification or Registration as a General, Residential, or building contractor issued by the State of Florida.
- b. Provide contact information for three recent and unduplicated clients for similar projects, including name, contact person, date of work, address, and phone number.
- c. Provide a sworn statement regarding public entity crimes (form included in Bid Package).
- d. Provide documentation of technical capability, education, or expertise with regard to the skills and knowledge required to perform residential demolition projects.
- e. Provide proof of insurance including Commercial General Liability and Workmen's Compensation.
- f. If the selected bidder, provide a 100% Performance Bond.
- g. Provide staff, availability information, and indicate the ability to complete the proposed demolition within ____ days of award, which is anticipated approximately ____ days after bids are submitted.

PROJECT SPECIFICATIONS

1. This project consists of demolition of the following properties:

Include numbered list by address and parcel number.

2. The locations and other particulars are identified in an attachment for each property.

The Project Specifications package should include an attachment for each property including a photograph of the building, a copy of the tax parcel map with the subject property marked, a sketch of the boundary survey (with improvements noted), and the legal description of the property.

INSTRUCTIONS TO CONTRACTORS

The above referenced properties comprise the total properties to be demolished. The bid is to provide a cost for each property, provided on the attached BID FORM. The final bid is the Net Dollar Amount including all properties. No bid on a single property or on any limited portion of this project will be accepted.

Salvage or portions of buildings, selected materials, or entire structures, is the choice of the Contractor. Any salvage considered must be identified and a given value specified on the BID FORM as a negative number. The "actual" resale value of the salvage is not

pertinent, but the allocation of Salvage Value will affect the final Net Dollar Amount of the bid. The Net Dollar Amount, along with the qualifications of the contractor, will determine the selected bid. A positive Net Dollar Amount will indicate a payment to the Contractor by the community; a negative Net Dollar Amount will indicate a payment to the community by the Contractor.

BID CONSIDERATIONS

All properties must be cleared and the land smooth-graded and stabilized to a natural state. The bidder is to acknowledge the following:

1. All permits are to be obtained by the Contractor and must be posted appropriately, including Building Permits, Septic Tank Closure Permits, Well Closure Permits, and any other permits required by the community, State, and/or federal governments.
2. The Contractor is responsible for notification of the presence of Regulated Asbestos-Containing Materials by submission of the "Notice of Asbestos Renovation or Demolition" to the Florida Department of Environmental Protection in accordance with new procedures in effect June 2015.
3. All structures must be razed or completely removed from the property, including all site improvements such as sidewalks, driveways, accessory structures, and other such improvements.
4. The Contractor is responsible for proper and legal disposal of all materials removed from the property. Burying or burning of any materials is not allowed.
5. Septic tanks must be pumped and demolished according to the requirements of the community Health Department as stipulated in Florida Administrative Code, Chapter 64E-6. Septic tank closures must be performed by a Florida Licensed Plumbing contractor or a Licensed Septic Tank Contractor. Proof of a final inspection must be provided with the Contractor's invoice.
6. Water wells must be closed using the "Full Grout" system as required by the Water Management District and stipulated in Florida Status 40A-3. Well closures are to be performed by a Florida Licensed Water Well Contractor. Proof of a final inspection must be provided with the Contractor's invoice.
7. Below grade areas such as basements and swimming pools are to be prepared and filled such that drainage is provided.
8. If demolition results in excavation, holes, or unusual contours, finish grading and/or fill may be required to return the site to a "natural" state, including appropriate vegetation. Seeding of the graded site is included.
9. All work on the project as a whole must be completed within ninety (90) days of the Notice to Proceed. If additional time is required for any reason, including weather delays, delays caused by the community, the State, or FEMA, the Contractor must provide a written request for extension, which must be approved by the community.



HOMEOWNER APPLICATION FOR ELEVATION PROJECT

Contact the Florida Division of Emergency Management at 850-413-9969.

ELEVATION / FOUNDATION CONTRACTOR SCOPE OF WORK**CONTRACTOR QUALIFICATIONS CHECKLIST**

1. Experience:
 - Recent successful elevation/relocation projects?
 - Good references?
 - Met time schedules? Recent/local projects visited?
2. Financial stability:
 - Bonded?
 - Licensed?
 - Insured?
3. Professionalism and Reputation (reported problems):
 - State Licensing Agency:
 - Better Business Bureau:
 - Local officials/local projects:
 - International Association of Structural Movers:
4. Summary of References:



CONSTRUCTION INSPECTION SCOPE OF WORK

Contact the Florida Division of Emergency Management at 850-413-9969.

AGREEMENT AND CONTRACT BETWEEN COMMUNITY, PROPERTY OWNER, AND FOUNDATION CONTRACTOR

Contact the Florida Division of Emergency Management at 850-413-9969.



Appendix F Programmatic Changes

F

PROGRAMMATIC CHANGES

Significant revisions to the Hazard Mitigation Assistance (HMA) programmatic requirements have been made since the newly released HMA Guidance in February 2015. Nevertheless, many of the specific requirements of each program remain the same. The significant changes included in this HMA Guidance are discussed within this appendix. This appendix is not intended to be interpreted as a complete analysis of all changes contained in the February 2015 HMA Guidance. References made throughout this Appendix are specifically correlated with the 2015 HMA Guidance document that was released on February 27, 2015.

Hazard Mitigation Assistance Guidance

The HMA Guidance is a comprehensive document that details specific criteria of the three HMA programs: the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) program, and the Flood Mitigation Assistance (FMA) program. The guidance consolidates each program's eligibility information and outlines the common elements and unique requirements among grant programs so that Federal, state, tribal, and local officials can easily identify key similarities and differences between programs.

OMB Circular Consolidation

On December 26, 2014, DHS adopted, in its entirety 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards¹. This adoption supersedes and streamlines requirements from the series of documents indicated below into a single set of regulations being referred to as the Super Circular.

- OMB Circular A-21: Cost Principles for Educational Institutions²
- OMB Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments²
- OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations²
- OMB Circular A-122: Cost Principles for Non-Profit Organizations²
- OMB Circular A-89: Federal Domestic Assistance Program Information³
- OMB Circular A-102: Grants and Cooperative Agreements with State and Local Governments³
- OMB Circular A-133: Audits of States, Local Governments and Non-Profit Organizations
- OMB Circular A-50: Audit Follow-Up



¹ Adopted at 2 CFR Part 3002, 79 Fed. Reg. 75871, No. 244 on December 19, 2014

² Placed within the OMB Guidance including 2CFR Parts 215, 220, 225, and 230

³ Codified at 44 CFR Part 13

PROGRAMMATIC CHANGES

At the same time, FEMA removed 44 CFR Part 13 from the Code of Federal Regulations upon adoption of 2 CFR Part 200 because this regulation essentially serves the same purpose. The adoption of 2 CFR Part 200 applies to all PDM and FMA awards made on or after December 26, 2014, as well as HMGP awards made under emergency or Presidential major disaster declarations declared on or after December 26, 2014.

The superseded OMB Circulars and guidance, including 44 CFR Part 13, will continue to apply to all PDM and FMA awards made prior to December 26, 2014 or HMGP awards made under emergency or Presidential major disaster declarations declared before December 26, 2014. These HMA awards must comply with 44 CFR Part 13, per the terms of 2 CFR Part 200.

The Audit requirements found at 2 CFR Part 200 Subpart F will apply to all Single Audit Act audits performed for any recipient or sub-recipient for fiscal years beginning on or after December 26, 2014. This includes audits performed under awards issued prior to December 26, 2014, such as existing awards issued under previous HMA guidance.

Definitions

An initial modification to be noted is the terminology changes and new definitions added into the HMA Guidance. The glossary can be found in the [Handbook on page _____](#), as well as an acronyms section. An additional resources can also be found in the actual 2015 HMA Guidance document.

Biggert-Waters Flood Insurance Reform Act of 2012

The Biggert-Waters Flood Insurance Reform Act of 2012 eliminated the Repetitive Flood Claims (RFC) and Severe Repetitive Loss (SRL) HMA grant funding programs. Most elements of these flood grant programs have been incorporated into the FMA program and now offer a greater incentive (cost share) for participation in the programs.

The FMA program now allows for additional cost share flexibility:

- Up to 100-percent Federal cost share for **Severe Repetitive Loss properties**;
- Up to 90-percent federal Cost Share for **Repetitive Loss properties**; and
- Up to 75-percent Federal cost share for **NFIP insured properties**.

PROGRAMMATIC CHANGES

Key Programmatic Changes

Several additional changes have been made to the previous OMB Circulars through the adoption of 2 CFR Part 200, many of which are now reflected throughout the HMA Guidance. Of particular interest are the conflict of interest policy, procurement changes, and authorities regarding specific conditions and termination, all of which have been updated from the previous HMA Guidance to include the following:

1. Streamlined HMA Program Delivery

- States are now required to update their mitigation plans every 5 years, not every 3 years. This change is explained in detail in the Federal Register at 79 FR 22873.
- The Period of Performance (POP) for the PDM and FMA programs now begins with the opening of the application period and ends no later than 36 months from the date of sub-application selection. (Part I, B.2 and B.3 and Part VI, D.4)
- The Updated HMA Guidance provides a description of critical actions and an example of questions to ask to determine need for implementation. The description of critical action is consistent with the 44 CFR Section 9.4. (Part II, E and Part III, E.6.1)
- Changes to the HMGP Quarterly Progress Report (QPR) have been incorporated; hard copies are no longer accepted for HMGP. Recipients are responsible for updating reports in the National Emergency Management Information System (NEMIS) directly using the new QPR module or by importing a pre-approved excel spreadsheet. (Part II, M and Part VI, E)
- At the request of the Recipient, FEMA may now conduct a review of the HMGP lock-in ceiling as early as 12 months, rather than 18 months, after a disaster. (Part VIII, A.4 and A.5)
- Minimum Design Standards for Hazard Mitigation Assistance Projects in Flood Hazard Areas⁴, published April 21, 2014, which adopts ASCE 24-14 as the minimum design criteria for all HMA structure elevation, dry flood-proofing, and mitigation reconstruction projects in flood hazard areas, has been incorporated into this guidance. With the release of this guidance, the policy has been superseded. (Addendum, Part F.3)
- A new, expedited methodology has been developed for residential hurricane wind retrofit projects. If a proposed wind retrofit project costs less than the pre-identified benefits, the project will be considered cost effective. (Part IV, I.10)
- Safe Room Guidance has been updated to align with changes to FEMA P-361, Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms (3rd Edition, 2015). (Addendum, Part C)

2. Program Eligibility Requirement Alterations

- The Eligibility and Completeness checklist has been modified and renamed as the Minimum Criteria Checklist for Project Sub-applications (in Appendix F in the HMA Guidance). It now focuses on the minimal eligibility factors needed to initiate FEMA review and determine eligibility.

⁴ FEMA Mitigation Policy-203-074-1 (April 21, 2014)

PROGRAMMATIC CHANGES

- Eligibility of Flood Risk Reduction Measures under the Hazard Mitigation Assistance Programs, published June 27, 2014, which includes new language on Duplication of Programs (DOP), has been incorporated into this guidance. (Part III, D.4 and E.1 and Addendum, Part F.1)
- Critical facility is further defined under HMA and is included in the glossary. This definition is for HMA program use and clarification and is not meant to provide a definition for use under other programs or supersede any FEMA regulation. (Part IX, B)
- Localized flood control projects, or projects intended to lessen the severity of flooding for a specific location, are eligible under all three HMA programs. (Part III, E.1)
- Non-localized flood control projects, or projects intended to lessen the severity of flooding for a regional area, are only eligible under HMGP and PDM. (Part III, E.1)
- Mitigation reconstruction is now an eligible activity under all HMA programs. (Part III, E.1 and Addendum D.2)
- A “Miscellaneous/Other” category has been incorporated under Eligible Activities to address considerations of unique activity types (e.g., drought mitigation projects). (Part III, E.1)
- Per the Coastal Barrier Resources Act (CBRA), FEMA HMA programs may fund projects in Otherwise Protected Areas (OPAs) if they do not require flood insurance after project completion. (Part III, E.2 and Addendum, Part A.2)
- Eligible activities that can be funded under mitigation planning–related activities are clarified as specific to HMGP only; these activities are not eligible as stand-alone activities under PDM and FMA. (Part III, E.1)
- The Substantial Damage waiver has been amended to allow for the consideration of Substantial Damage from any origin. (Part IV, I.1)
- FEMA clarified that building and contents are eligible as part of the insurance claim payment coverage for determining whether a property is a severe repetitive loss property. (Part VIII,C.1)
- Generally, FEMA will not approve property acquisition for open space projects involving properties with underground oil, gas, or other mineral encumbrances that may allow subsurface hydraulic fracturing and horizontal directional drilling to occur. (Part III, E.2)
- The additional 5 percent set-aside for tornadoes and high winds has been modified to address all hazards and to promote resilience through the use of disaster-resistant building codes.(Part VIII, A.14.1)
- FEMA clarified the requirements that need to be verified by the Recipient at closeout. (Part II, N and Part VI, F)
- The HMGP appeals process has been clarified. (Part VIII, A.15)
- FEMA clarified the use of Greatest Savings to The Fund (GSTF), referring to the National Flood Insurance Fund (NFIF). (Part VIII, C.3)

3. Mitigation Planning Clarification

- Substantive changes have been made to the hazard mitigation plan requirements (Part III,E.5)
 - Plan requirements have been clarified for Applicants and sub-applicants.
 - Private Nonprofits (PNPs) are not required to have a FEMA-approved mitigation plan to receive HMGP funding.
 - Language has been clarified for extraordinary circumstances.

PROGRAMMATIC CHANGES

- Language to clarify conformance with hazard mitigation plans (statewide projects) has been added.
- Definitions for repetitive loss and severe repetitive loss have been clarified. (Part VIII, C.1)
- Strategic Funds Management (SFM) has been clarified (Part II, L and Part VIII, A.9), and an SFM Frequently Asked Questions (FAQs) document has been added to the FEMA website. (HMA Job Aids)
- The RFI flow chart has been modified to better reflect the RFI process. (Part V, C)
- A flow chart has been added to the HMGP final lock-in section to clarify that process.(Figure 7, Part VIII, A.4)

4. Cost Effectiveness Considerations

- There are limited instances where contingency costs can be considered for eligibility under HMA. A contingency cost is an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared. The total project cost, including contingencies, is used to compute the Benefit Cost Analysis. (Part VI, D.3.4)
- Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas, published August 15, 2013, has been incorporated into this guidance. (Part IV, I.7)
- FEMA describes the importance of accurate budgeting and forecasting in the Spend Plan for HMGP disasters declared after October 30, 2013. (Part VIII, A.10)

5. Environmental Planning and Historic Preservation Alterations

- Roles and responsibilities of FEMA and the Applicant have been further defined as they relate to the formal EHP review process. (Part IV, K)
- Examples of EHP-related costs that should be included in project cost estimates have been listed. (Part IV, H.4.3 and Part IV, K)
- Limits on Subsurface Uses of Hazard Mitigation Assistance Acquired Lands, published May 5, 2014, has been incorporated into this guidance. With the release of this guidance, the policy has been superseded. (Addendum, Part A.2, A.4.4, and A.6.2)
- FEMA's usage of the terms "other Federal agencies" or "agencies with delegated Federal authority" in EHP compliance documentation is clarified, and the Unified Federal Review initiative is introduced. (Part II, F and Part IV, K)

6. Uniform Relocation Assistance (URA) Programmatic Improvements

- In accordance with Section 203(a) (1) of the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act, the replacement housing allowance for homeowners increased to \$31,000 on October 1, 2014. (Addendum, Parts A.3.2, A.6.9.4, and A.6.10).
- The URA amount for rental assistance has also increased from \$5,250 to \$7,200. (Addendum, Part A.6.10)

7. Future Resilience Incorporation

- FEMA encourages Applicants and sub-applicants to consider adding additional freeboard to account for potential future changes in our understanding of flood risk within the state. (Part II, B and Part IV, I.8)
- An HMA memorandum on Sea Level Rise, published on December 23, 2013, has been incorporated into this guidance. (Part IV, I.8)

PROGRAMMATIC CHANGES

8. Frontloading Enhancements

- Environmental Planning and Historical Preservation (EHP) frontloading activities, or addressing requirements at the earliest point in the decision-making process, are further defined and a NEPA Flowchart for HMA Projects has been added as an HMA Job Aid. (Part II, F)
- Accessibility considerations as required by the Americans with Disabilities Act of 1990 have been incorporated. (Part III, E.8 and Addendum C.4.2)



Appendix G
Applicant Ready Packet

G



Acquisition | Elevation Grant Application Ready Pack



Division of Emergency Management
STATE OF FLORIDA



Grant Application Ready Pack

Guide to Developing Applications for Structural Mitigation Projects

The purpose of the Ready Pack is to provide a simple explanation of the grant application development process for FEMA’s Hazard Mitigation Assistance programs. This document is not intended to supplant information provided in FEMA’s HMA Guidance and applicable regulations. Where there is a conflict, FEMA guidance and regulation should be followed. Included in this Ready Pack are the tools, sample documents, forms, and guidance that you will need to develop a competitive grant application to fund mitigation projects. Nevertheless, the information provided in the Ready Pack is intended to guide a community through the application development process only and does not guarantee funding.

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A. Community Kick-Off Meeting

The Community Kick-Off Meeting is an internal discussion of flood mitigation needs and objectives that may be satisfied through FEMA Hazard Mitigation Assistance (HMA) funding programs. A representative you're Local Mitigation Strategy (LMS) Working Group should participate in this conversation, as many of the questions below may be answered in the Local Mitigation Strategy. Although this is not a comprehensive list, the kick-off meeting should cover the following topics:

- *Flood mitigation needs and goals.* Where is flooding a problem in your community? How often does it occur?
- *Potential projects and project scale.* For example, are you considering large-scale acquisition/demolition, or elevating a row of houses?
- *Grant eligibility requirements.* It is important to look at the eligibility requirements for Sub-applicants, project types, and even property owners.
- *Application development process.* Assess what would need to be done in order to submit a complete and competitive application. Timelines should be considered.
- *Internal capacity.* Does your community have the internal capacity to develop a grant application for your potential project? If not, how can you gain such capacity?
- *Roles and responsibilities.* Designate a project lead, supporting staff, and a point of contact for homeowners to coordinate with.
- *Record-keeping.* Records retention is key in the application development process. Ensure that your community has a sufficient and compliant records retention policy.
- *Communication plan.* How will you communicate with residents? Your plan must be efficient and effective.
- *Public workshop and advertisements.* A public workshop will need to be conducted in order to educate residents about the grant program, identify potential participants, and garner public support for the potential project. Based on your flood mitigation goals, would it be better to publicly advertise the workshop or send targeted mailings to individual property owners?

To assist you in coordinating the Community Kick-Off Meeting, the following items are provided:

Sample Community Kick-Off Meeting Agenda

Hazard Mitigation Assistance Program Overview

FEMA Hazard Mitigation Assistance Brochure

Sample Targeted Mailing, with Important Information for Property Owners and Questionnaire #1

Homeowner Frequently Asked Questions

B. Public Workshop

When pursuing structural mitigation projects in your community, a public workshop should be held in order to set expectations and educate interested residents about FEMA HMA programs and requirements. Overall, the discussion will follow the same format as the Community Kick-Off meeting; discussing grant eligibility requirements, the application development process, roles and responsibilities, communication, and Frequently Asked Questions is necessary. After the discussion, a question and answer session should follow. If appropriate, you may hand out the Pre-Application Package to interested homeowners. This will be discussed in the next section, which describes Documentation Intake.

To assist you in conducting the Public Workshop, the following items are provided:

Sample Public Workshop Agenda

Application Development Process Diagram for Homeowners

Sample Public Workshop Presentation.

Sample Sign-In Sheet

FEMA Fact Sheet: Flood Insurance Reform Act of 2012

FEMA Fact Sheet: How Recent Legislative Changes Affect Flood Insurance

C. Documentation Intake

Data gathering, to be used for further evaluation of the application, begins after the public workshop. It is the responsibility of the application development team and the community point of contact to coordinate with the homeowners to make sure that all required documentation is completed and included in the grant application. To streamline this process, the Pre-Application Package was developed, which contains the necessary paperwork for homeowners and suggests attaching additional documentation. The intent of the Pre-Application Package is two-fold: to simplify the documentation intake process for homeowners; and to gather all information necessary to create a competitive application.

Also included in this appendix is a checklist to track paperwork and information that property owners have submitted, as well as a tracking sheet for Duplication of Benefits Information.

The table below provides a list of what paperwork is included within the Pre-Application Package as well as suggested documentation for homeowners to submit.

Paperwork	Suggested Documentation
<ul style="list-style-type: none"> • Notice of Voluntary Interest • Voluntary Participation Form • Flooding Affidavit** • Declaration and Release • Duplication of Benefits • Acknowledgement of Conditions for Mitigation in a SFHA • Privacy Act Release • Statement of Voluntary Participation for Acquisition of Property* • Certification to Use Proceeds for Replacement Housing* • FEMA Model Deed Restriction* 	<ul style="list-style-type: none"> • Elevation Certificate • Flood Insurance Declaration Page • Receipts and photos of previous damage • Loss of rent receipts for rental properties • Information on any other funding received for mitigating the structure • Contact information of your current contractor, should you decide to use them to estimate costs

*Required only for those interested in acquisition projects

**Although this document can gather valuable information, only in special circumstances should it be used as the sole documentation of loss as a result of flood impacts. In such circumstances, the Flooding Affidavit should be notarized.

D. Technical Feasibility Assessment

The purpose of technical feasibility is to assess the building or structure to ensure that it can support being mitigated and that the mitigation will effectively reduce or eliminate natural hazard risk. The Technical Feasibility Assessment requires a significant amount of preparation. Those going out in the field to assess properties for technical feasibility should have knowledge of local regulations and standards related to the building code and floodplain management ordinance, as well as engineering and construction principles and practices. Prior to entering the field, it is recommended that the Technical Feasibility Checklist is populated with readily available information such as structure age, square footage, flood zone, and ground elevation.

Property owners should be consulted prior to the feasibility inspection. In some cases, it may be appropriate for residents to sign a waiver that grants access to the property for the inspection. The field assessment itself includes an evaluation of the structure's exterior integrity and foundation to gauge if implementation of the property owner's preferred project type is technically feasible, taking photographs, and making notes of other irregularities around the property such as proximity to adjacent structures. Feasibility inspectors should have a background in construction and a trained eye to spot structural integrity flaws.

To assist with preparing for the Technical Feasibility Assessment, the following documents are provided:

- Technical Feasibility Worksheet**
- Sample Permission to Enter Property Waiver**

E. Scope Project

The feasible project scope must be consistent with FEMA guidance and all applicable codes and standards. FEMA's Hazard Mitigation Assistance (HMA) Unified Guidance, the Addendum to the HMA Unified Guidance, the Florida Building Code, and local building and floodplain regulations should be considered when scoping the project and during implementation. The consultation of a design or construction professional may be beneficial to develop an effective project scope.

To assist with project scoping, the following materials are provided:

Example Scopes of Work, sourced from the State of Florida Hazard Mitigation Grant Program Application Desk Reference

Project Scoping and Eligibility Guidance from the 2015 Hazard Mitigation Assistance Unified Guidance

F. Estimate Project Cost

Estimating costs accurately for a grant application is challenging. It may not always be practical for homeowners to invest in appraisals and project design because funding is not guaranteed. Fortunately, FEMA provides basic cost estimating guidelines for all eligible mitigation project types in the **HMA Unified Guidance** and its Addendum. These guidelines are provided as an attachment, in addition to a Cost Estimate Template for elevation, mitigation reconstruction, and acquisition/demolition projects.

G. Conduct Benefit-Cost Analysis

FEMA requires that applicants demonstrate cost-effectiveness of proposed mitigation projects through a benefit-cost analysis (BCA); FEMA has developed their own BCA Toolkit software to use for the analysis. It is recommended that the latest version of the BCA Toolkit is used when developing grant applications. The Toolkit can be found and downloaded online at no cost from www.fema.gov/benefit-cost-analysis.

For flood mitigation projects, two general methodologies exist within the BCA software to determine cost-effectiveness: the Flood Module and Damage Frequency Assessment Module. The Flood Module should be used when a property has been identified as being within the Special Flood Hazard Area, either through FEMA's Flood Insurance Rate Map (FIRM) or through an independent hydraulic and hydrologic study. The Damage Frequency Assessment Module may be used when a property is not located in the Special Flood Hazard Area, or when specific property details are not available (such as first floor elevation), and is based on the property's damage history. Notwithstanding which module is utilized for the analysis, it is possible to group structures in the same application into one BCA, so that an aggregate cost-benefit ratio is utilized. All of the information necessary for the BCA should be collected in the Pre-Application Package. Provided to assist in collecting and tracking the information that is necessary for a benefit-cost analysis is FEMA's BCA **Data Documentation Template**. This template provides a summary of the required information and supporting documentation, the potential sources of such information, and space where you can make notes and track the status.

If your community does not have the capacity to conduct a benefit-cost analysis using FEMA's prescribed software, it is recommended that you reach out to your assigned project manager at the Florida Division of Emergency Management so they may provide technical assistance.

H. Environmental and Historic Preservation Review

HMA programs and grants must comply with all Environmental and Historic Preservation (EHP) laws in addition to 44 CFR Part 10 (Environmental and Historic Preservation Planning, Responsibilities and Program Requirements). The two key common EHP considerations are whether the proposed project is located in an area that has endangered or threatened species, or critical habitat, and whether the proposed project might impact historic or cultural resources. If the answer is yes to either question, the project scope, schedule, and budget are likely to be affected.

The main responsibility of the sub-applicant in the EHP review is to gain concurrence with certain agencies and organizations, especially if the proposed project is located within the floodplain or requires ground disturbance. The table below outlines which agencies should be involved in the process. Sample memorandums to send to each agency and documentation they require are provided; however a single memorandum should be written and submitted with the application to reduce redundancy. Agency concurrence should be requested before the grant application is submitted; any responses should be included with the grant application, when possible.

Agency/Party	Concurrence Required
Local Floodplain Manager	That the proposed project is in compliance with the local floodplain management ordinance and will not have a negative impact on the floodplain.
State Historic Preservation Officer (SHPO)	When the project involves a structure built over 50 years ago, or when there is ground disturbance, the SHPO must be notified of the project and requested for any conditions of project implementation.
US Army Corps of Engineers Permitting Section (USACE)	If the proposed project includes localized drainage projects or are within close proximity to a body of water (200 feet), the USACE must be notified of the project and determine if a permit is required.

Source: Florida Division of Emergency Management Environmental Planning and Historic Preservation Review Checklist for Project Applications

Executive Order 11988 regulations require that sub-applicants evaluate alternatives for projects that are proposed within the floodplain. NEPA also requires alternatives evaluation. This includes consideration and evaluation of the “no-action alternative” where the current situation perpetuates, and one additional alternative to your proposed project. The additional alternative must have a realistic scope of work and lump sum cost estimate, but does not typically have to be as developed as the proposed project. The findings of the alternative evaluation must be publicly posted in a local newspaper, and public comments must be collected for 30 days after posting. Comments that are received must be addressed by the local jurisdiction and submitted to the state and FEMA as part of the application.

To assist with the Environmental and Historic Preservation Review, the following documents are provided:

Environmental Planning and Historic Preservation Review Checklist for Project Applications
Sample Agency Concurrence Memorandums for the Local Floodplain Manager, SHPO, and USACE
List of Documentation to Provide for Agency Concurrence
Eight-Step Decision-Making Process Diagram for Executive Order 11988
Sample Public Notice

I. Final Participant Consultation

After the scope, cost estimates, and benefit-cost analysis are checked for quality, accuracy, and finalized, homeowners must be consulted before the application is submitted. In this final consultation, the homeowners are made aware of the cost estimate that is being submitted and the local and federal shares of the project, if it is approved; this provides the homeowner a final chance to decline submitting their project in the grant application or obtain clarification on any outstanding questions they may have. This final consultation is important as it documents homeowner acknowledgement and approval of all information being submitted in the application.

All homeowners should sign an acknowledgement form that states their intent to voluntarily participate in the grant program and that they should have been notified of and understand the reimbursement requirements, the project's total cost estimate, and the local and federal cost shares. Properties that have been identified as Severe Repetitive Loss and Repetitive Loss are also required to complete and sign an additional Consultation Agreement. This agreement is not a formal offer of mitigation assistance, but serves to document the consultation process and interaction between the homeowner and the sub-applicant to ensure that the property owner is fully informed. Moreover, this documentation is important in that the homeowner of an SRL property acknowledges that declining the final offer of mitigation will be subject to a potential increase in the flood insurance premium rate.

To assist in the Final Participant Consultation, the following templates are provided:

Mitigation Reconstruction Cost Share Examples
Sample Homeowner Acknowledgement
Sample SRL Consultation Agreement

J. Application Consolidation and Submission

The directions and process to submit an HMA application will vary depending on which program is being applied for. The Hazard Mitigation Grant Program requires approval from the jurisdiction's LMS Working Group; the Flood Mitigation Assistance and Pre-Disaster Mitigation Programs utilize an online submission portal. A community may want to involve the LMS Working Group in all mitigation activities, as they are a great resource for mitigation opportunities at the local level. It is also important that you maintain communications with the Florida Division of Emergency Management to ensure that you are submitting the application correctly.

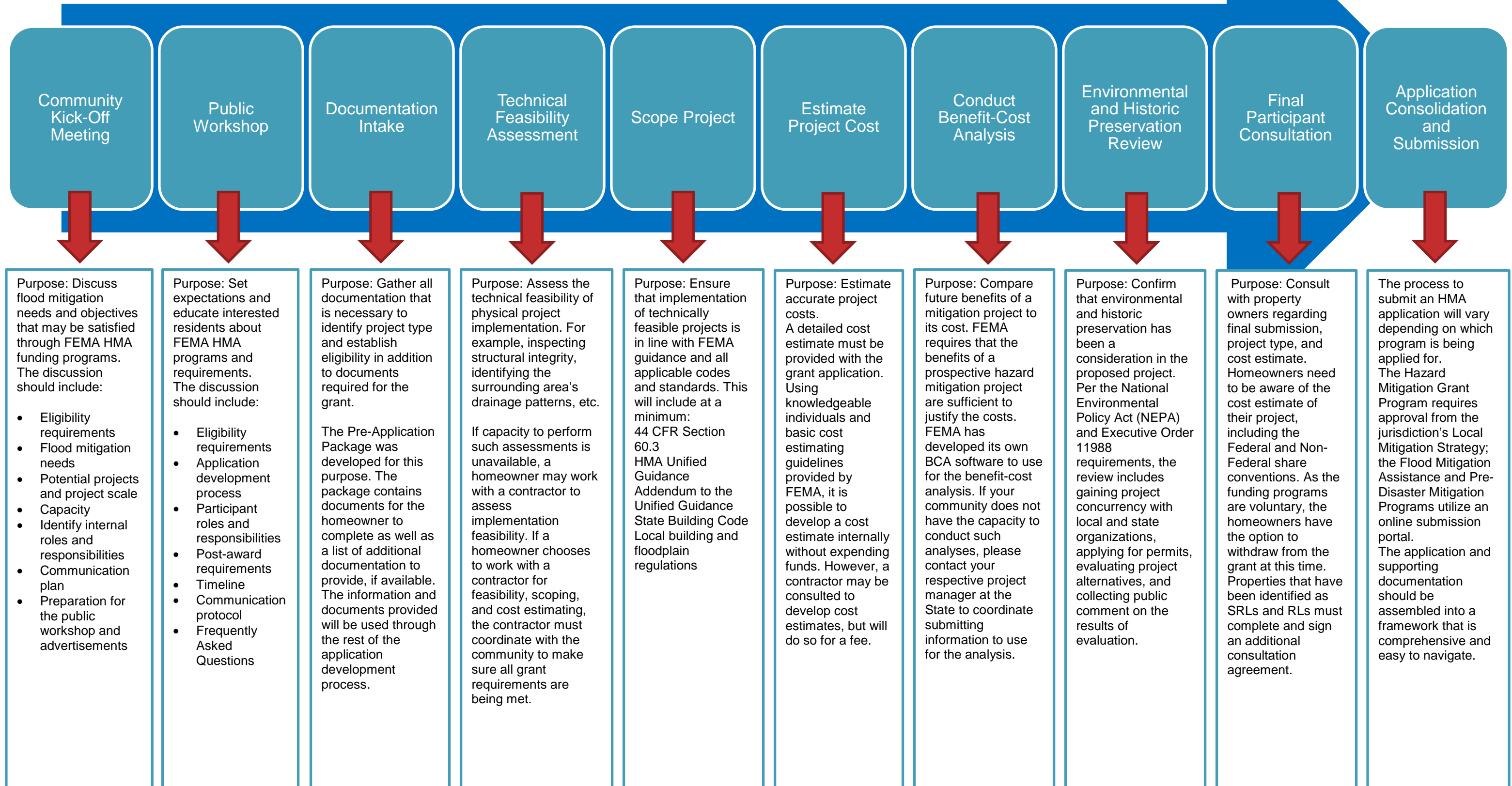
In any case, the application and supporting documentation should be assembled into a framework that is comprehensive and easy to navigate. To assist with such, the following documents are provided:

Sample Table of Contents for Complete HMA Application
HMGP Application Completeness Checklist

- This checklist will generally apply to each Hazard Mitigation Assistance program.



Grant Application Development for Structural Mitigation Projects Community process Diagram





Community Kickoff Meeting Attachments

Sample Agenda

A

(Insert Letterhead/logo)

Sample Community Kick-Off Meeting Agenda

Community Name

Date

Time

Purpose:

- Discuss community flood mitigation goals and objectives.
- Increase awareness of available federal funding for mitigation purposes.
- Provide an understanding of eligible flood mitigation recipients and project types.
- Discuss the components of the application process and provide assistance where needed.
- Clarify responsibilities of the support and leadership sides of grant application development.

Agenda:

- Review the Hazard Mitigation Assistance Programs. Include the funding process, eligibility requirements of sub-applicants and homeowner participants, and applicable project types.
- Describe the role of the sub-applicant in the grant process, from Application Development to Closeout. Stress the importance of record-keeping.
- Present the a reasonable timeframe and important dates for Application Development. Discuss how the community would prefer to handle communications between homeowners, the community, and the state.
- Final thoughts: Who will be the champion of the project within the community? How do we want to organize and advertise for the impending public workshop?
- Question and Answer Session.



Community Kickoff Meeting Attachments

Hazard Mitigation Assistance Program Overview from FEMA

A



Hazard Mitigation Assistance



The purpose of this page is to provide information on the Hazard Mitigation Assistance programs. This is the homepage for FEMA's Hazard Mitigation Assistance (HMA) programs. It contains information on the various grant programs, types of projects the grants can fund, and eligibility for the grants.

WHAT IS MITIGATION?

[Mitigation](#) is the effort to reduce loss of life and property by lessening the impact of disasters. Mitigation is taking action now—before the next disaster—to reduce human and financial consequences later (analyzing risk, reducing risk, insuring against risk). Effective mitigation requires that we all understand local risks, address the hard choices and invest in long-term community well-being. Without mitigation actions, we jeopardize our safety, financial security, and self-reliance.

HAZARD MITIGATION ASSISTANCE PROGRAMS

FEMA's [Hazard Mitigation Assistance \(HMA\)](#) grant programs provide funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages. Currently, FEMA administers the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) Program, and the Pre-Disaster Mitigation (PDM) Program.

- [HMGP](#) assists in implementing long-term hazard mitigation measures following a major disaster

- [PDM](#) provides funds for hazard mitigation planning and projects on an annual basis
- [FMA](#) provides funds for projects to reduce or eliminate risk of flood damage to buildings that are insured under the National Flood Insurance Program (NFIP) on an annual basis

FEMA's HMA programs provide funding for eligible mitigation activities. Commonly funded mitigation activities include:

- Acquisition – commonly known as a “buyout” is the most permanent form of mitigation. It removes the home completely and the land is converted into open space (e.g. a park). The acquisition process is strictly voluntary. FEMA encourages all homeowners in affected communities to be sure they get all of the information needed about buyouts so they can make the best decision for their families and communities.
- Dry Floodproofing – techniques applied to keep structures temporarily watertight (e.g. sealing a structure to keep floodwaters out)
- Elevation – involves physically raising an existing structure to the [base flood elevation](#) level or higher
- Minor Localized Flood Reduction – lessens the frequency or severity of flooding by creating retention/detention basins
- Safe Room Construction – designed to provide immediate life-safety protection for limited at-risk population that cannot evacuate out of harm's way before an event

An HMA Eligibility Chart for a list of eligible activities by program can be located on each program's specific page.

HMA PROGRAM UPDATES

02/27/2015 - FEMA has released the [Fiscal Year 15 Hazard Mitigation Assistance Guidance and Addendum](#). This document is applicable for disasters declared on or after February 27, 2015.

02/27/2015 - FEMA has released [23 resources and job aids](#) for the Hazard Mitigation Assistance grant programs.

09/23/2014 - FEMA has posted new [tools to assist applicants and grantees](#) in implementing **Strategic Funds Management** in their HMGP applications.

09/16/2014 - FEMA has posted the disposition of the FY 2014 PDM and FMA grant applications:

- [FY 2014 PDM Subapplication Status](#)
- [FY 2014 FMA Subapplication Status](#)



Community Kickoff Meeting Attachments

FEMA Hazard Mitigation Assistance Brochure

A

Application Process

Applications for HMGP are processed through the HMGP system (formerly known as National Emergency Management Information System [NEMIS]). Applicants use the Application Development Module of HMGP System, which enables each Applicant to create project applications and submit them to the appropriate FEMA Region within 12 months of disaster declaration.

Applications for PDM and FMA are processed through a web-based, electronic grants management system (eGrants), which encompasses the entire grant application process. The eGrants system allows Applicants and subapplicants to apply for and manage their mitigation grant application processes electronically. Applicants and subapplicants can access eGrants at <https://portal.fema.gov>.

FEMA Review and Selection

FEMA will review all subapplications for eligibility and completeness, cost-effectiveness, technical feasibility and effectiveness, and for Environmental Planning and Historical Preservation compliance. Subapplications that do not pass these reviews will not be considered for funding. FEMA will notify Applicants of the status of their subapplications and will work with Applicants on subapplications identified for further review.

GovDelivery Notifications

Stay up-to-date on the HMA Grant Programs by subscribing to GovDelivery notifications. Have updates delivered to an e-mail address or mobile device. To learn more, visit www.fema.gov

Contact Information

HMA Helpline: 866-222-3580

Contact information for FEMA Regional Offices is provided at www.fema.gov/regional-operations

Contact information for each State Hazard Mitigation Officer (SHMO) is provided at www.fema.gov/state-hazard-mitigation-officers



Details about the HMA Grant Application process can be found in the Hazard Mitigation Assistance Unified Guidance, which is available at www.fema.gov/hazard-mitigation-assistance



FEMA

The Unified Hazard Mitigation Assistance Grant Programs



Hazard Mitigation Assistance

The Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) programs present a critical opportunity to reduce the risk to individuals and property from natural hazards while simultaneously reducing reliance on Federal disaster funds.

A Common Goal

While the statutory origins of the programs differ, all share the common goal of reducing the risk of loss of life and property due to natural hazards.

Funding Disaster Recovery Efforts

The Hazard Mitigation Grant Program (HMGP) may provide funds to States, Territories, Tribal governments, local governments, and eligible private non-profits following a Presidential major disaster declaration.

The Hazard Mitigation Grant Program (HMGP)



is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C.) 5170c. The key purpose of HMGP is

to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP is available, when authorized under a Presidential major disaster declaration, in the areas of the State requested by the Governor. The amount of HMGP funding available to the Applicant is based upon the total Federal assistance to be provided by FEMA for disaster recovery under the Presidential major disaster declaration. Tribal governments can submit a request for a major disaster declaration within their impacted areas.

The Pre-Disaster Mitigation (PDM)



program is authorized by Section 203 of the Stafford Act, 42 U.S.C. 5133. The PDM program is designed to assist States, Territories, Tribal governments, and local communities in

implementing a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding from future disasters.

The Flood Mitigation Assistance



(FMA) program is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended (NFIA), 42 U.S.C. 4104c, with the goal of mitigating flood

damaged properties to reduce or eliminate claims under the National Flood Insurance Program (NFIP).



FEMA

Additional HMA resources, including the HMA Unified Guidance, may be accessed at www.fema.gov/hazard-mitigation-assistance

Program Comparisons

Cost Sharing

In general, HMA funds may be used to pay up to 75 percent of the eligible activity costs. The remaining 25 percent of eligible costs are derived from non-Federal sources.

The table below outlines the Federal and State cost share requirements.

COST SHARE REQUIREMENTS

Programs	Mitigation Activity Grant (Percent of Federal/ Non-Federal Share)
HMGP	75/25
PDM	75/25
PDM (subgrantee is small impoverished community)	90/10
PDM (Tribal Grantee is small impoverished community)	90/10
FMA (NFIP insured)	75/25
FMA (repetitive loss property with repetitive loss strategy)	90/10
FMA (severe repetitive loss property with repetitive loss strategy)	100/0

Eligible Applicants and Subapplicants

States, Territories, and Tribal governments are eligible HMA Applicants. Each State, Territory, and Tribal government shall designate one agency to serve as the Applicant for each HMA program. All interested subapplicants must apply to the Applicant.

The table below identifies, in general, eligible subapplicants.

ELIGIBLE SUBAPPLICANTS

Subapplicants	HMGP	PDM	FMA
State agencies	✓	✓	✓
Tribal governments	✓	✓	✓
Local governments/communities	✓	✓	✓
Private non-profit organizations (PNPs)	✓		

✓ = Subapplicant is eligible for program funding

Individuals and businesses are not eligible to apply for HMA funds, however, an eligible subapplicant may apply for funding to mitigate private structures.

Eligible Activities

The table below summarizes eligible activities that may be funded by HMA programs. Detailed descriptions of these activities can be found in the HMA Unified Guidance.

ELIGIBLE ACTIVITIES

Mitigation Activities	HMGP	PDM	FMA
Property Acquisition and Structure Demolition or Relocation	✓	✓	✓
Structure Elevation	✓	✓	✓
Mitigation Reconstruction			✓
Dry Floodproofing of Historic Residential Structures	✓	✓	✓
Dry Floodproofing of Non-Residential Structures	✓	✓	✓
Minor Localized Flood Reduction Projects	✓	✓	✓
Structural Retrofitting of Existing Buildings	✓	✓	
Non-Structural Retrofitting of Existing Buildings and Facilities	✓	✓	✓
Safe Room Construction	✓	✓	
Wind Retrofits	✓	✓	
Infrastructure Retrofit	✓	✓	
Soil Stabilization	✓	✓	
Wildfire Mitigation	✓	✓	
Post-Disaster Code Enforcement	✓		
Generators	✓	✓	
Advance Assistance	✓		
5% Initiatives	✓		
Hazard Mitigation Planning	✓	✓	✓
Management Costs	✓	✓	✓

✓ = Mitigation activity is eligible for program funding

Management Costs

For HMGP only: The Grantee may request up to 4.89 percent of the HMGP allocation for management costs. The Grantee is responsible for determining the amount, if any, of funds that will be passed through to the subgrantee(s) for their management costs.

Applicants for PDM and FMA may apply for a maximum of 10 percent of the total funds requested in their grant application budget (Federal and non-Federal shares) for management costs to support the project and planning subapplications included as part of their grant application.

Subapplicants for PDM and FMA may apply for a maximum of 5 percent of the total funds requested in a subapplication for management costs.

National Flood Insurance Program (NFIP) Participation

There are a number of ways that HMA eligibility is related to the NFIP:



SUBAPPLICANT ELIGIBILITY: All subapplicants for FMA must currently be participating in the NFIP, and not withdrawn or suspended, to be eligible to apply for grant funds. Certain non-participating political subdivisions (i.e., regional flood control districts or county governments) may apply and act as subgrantee on behalf of the NFIP-participating community in areas where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community.

PROJECT ELIGIBILITY: HMGP and PDM mitigation project subapplications for projects sited within a Special Flood Hazard Area (SFHA) are eligible only if the jurisdiction in which the project is located is participating in the NFIP. There is no NFIP participation requirement for HMGP and PDM project subapplications located outside of the SFHA.

PROPERTY ELIGIBILITY: Properties included in a project subapplication for FMA funding must be NFIP-insured at the time of the application submittal. Flood insurance must be maintained at least through completion of the mitigation activity.

Available Funding

PDM and FMA funding depend on the amounts Congress appropriates each year.

HMGP funding is usually 15 percent of the amount of Federal assistance provided in a state following a presidentially declared disaster.

General Requirements

All mitigation projects must be cost-effective, technically feasible and effective, and meet Environmental Planning and Historic Preservation requirements in accordance with HMA Unified Guidance. In addition, all mitigation activities must adhere to all relevant statutes, regulations, and requirements including other applicable Federal, State, Tribal, and local laws, implementing regulations, and Executive Orders.

All Applicants and subapplicants must have hazard mitigation plans that meet the requirements of 44 CFR Part 201.



Community Kickoff Meeting Attachments

Sample Targeted Mailer

A

(Insert Letterhead/logo)

Sample Targeted Mailing

RE: Hazard Mitigation Assistance Workshop

Dear *(Community Name)* Homeowner,

The *(Community Name)* is seeking to reduce local flood vulnerability through a current Federal Emergency Management Agency (FEMA) grant opportunity which may provide funding for various flood mitigation measures. Mitigation activities include elevation, acquisition, or reconstruction of homes to harden them against the risk of flooding. Your property has been identified as a priority for mitigation in our community.

FEMA's Hazard Mitigation Assistance grant programs provide resources to assist local communities in their efforts to reduce flood-related damages to buildings or structures. *(Community Name)* is offering its assistance to you in pursuing such mitigation measures for your home, should you desire to do so. Participation is purely voluntary and if you decide to proceed, please understand that during the development process you can withdraw your application at any time without prejudice. These grant opportunities are competitive and there is no guarantee that you will receive a grant should you decide to apply. However, you will not receive a grant if you do not apply, and there is no cost to apply.

(Community Name) will hold a workshop on *(Date)* at *(Time)* at the *(Place)* located at *(Address)* for homeowners that wish to obtain additional information, ask questions, and obtain additional advice and assistance. **PLEASE CONSIDER ATTENDING THIS IMPORTANT WORKSHOP.**

If you wish to research FEMA's Hazard Mitigation Assistance programs before the workshop, please visit this website: <https://www.fema.gov/hazard-mitigation-assistance>.

Immediately following the workshop, if you desire to proceed with filing a grant application, staff will be available to answer any questions you may have.

All of your information will be kept confidential and will not be shared outside of the program. We appreciate your time and look forward to seeing you at the workshop.

Sincerely,

(Signature)

Important Information for Property Owners Who Were Damaged by a Flood

Put on community letterhead or layout as a handout / flyer.

If your home has been damaged by a disaster, you may get a lot of requests for information from people and organizations who are trying to help. You may also have many questions that you'd like to ask those people. Please read this and let us know if you have questions.

YOU MIGHT NEED A BUILDING PERMIT TO REPAIR: Depending on what was damaged and how bad the damage is, you may need an inspection and a building permit or other permit for health and safety. You can start cleaning up, but do not start your repairs until after you find out.

IT IS IMPORTANT THAT YOU KEEP COPIES OF THE FOLLOWING PAPERWORK:

If you find that you are missing or have lost some of the paperwork listed, ask for help or directions from the authorities.

- Valuable documents,
- Homeowners insurance
- Flood insurance information and payments
- Receipts for all repair work, materials you buy to make repairs, and bills from contractors,
- Letters and other paperwork, and
- Records of ALL disaster assistance payments from Federal, State, local, and private agencies, including Flood Insurance Claims, Individual & Family Grants (IFG) and Emergency Maintenance & Repair Grants (EMR).

POSSIBLE USES FOR THIS INFORMATION:

- Some of the paperwork listed above may be required by your insurance company, bank, Mortgage Company, taxing authority, or home equity lender.
- These documents may also be helpful as you work with government agencies such as the Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), Florida Department of Human Services, the Small Business Administration (SBA), and your local emergency management agency.
- Your community may be considering the possibility of a floodplain buyout project or a project to help homeowners raise homes on higher foundations to protect them from future flooding. If your home might be part of a project, then it is very important that you keep all the paperwork for at least three years, especially receipts for materials and repairs.

(Name of Community)

(Contact Information)

[Name of community]

Property Owner Questionnaire #1

Please fill out and return to the address at the bottom

List Names of all Owner(s)		
Telephone	Day	Evening
Property Address		
Mailing Address (if different from above)		

Background: A buyout project may give you the chance to move out of the floodplain. If your home is included, the purchase price will be based on a pre-flood real estate appraisal, assuming the last flood didn't damage your home. No one will be forced to sell. But as you make your decision, remember past floods and please understand that more floods are likely.

IMPORTANT: Keep ALL copies of paperwork, including disaster assistance, disaster loans, insurance claim payments, and receipts for repair work you decide you have to do while waiting for a decision on the buyout.

Informational Meeting: We hope you will join us for the informational meeting to explain the project. Please use the space below to tell us what questions you have.

Please tell us how interested you are in being part of a floodplain buyout project. This is NOT a commitment. We know you need to learn more before you make that decision, but we would like to know if you and your neighbors are interested enough for us to continue considering this project.

- Very interested Somewhat interested Undecided Definitely not interested

RETURN TO: Community contact information



Community Kickoff Meeting Attachments

Homeowner Frequently Asked Questions

A



Homeowner Frequently Asked Questions

General Questions

1. *What are eligible project types?*

- As of 2015, project types that are eligible under FEMA's Hazard Mitigation Assistance (HMA) programs include acquisition/demolition, elevation, and mitigation reconstruction. Acquisition/demolition projects consist of a community purchasing floodprone structures from willing structures and either demolishing the structures or relocating the structures to a new site outside of the floodplain. The purchased property is then maintained for open space purposes in perpetuity in order to restore and/or conserve the natural floodplain functions. Structure elevation generally involves physically raising an existing structure to an elevation at or above the base flood elevation. Structure elevation may be achieved through a variety of methods, including elevating on continuous foundation walls; elevating on open foundations, such as piles, piers, posts, or columns; and elevating on fill. Mitigation reconstruction involves the demolition of a floodprone structure and rebuilding that structure on the same property so that it is elevated at or above the base flood elevation and in compliance with all applicable codes and standards.

1. *What is cost-effectiveness?*

- Cost-effectiveness is typically demonstrated by the calculation of a benefit-cost ratio, dividing the total annual project benefits by total annual project cost. Projects where benefits exceeded costs are generally considered cost-effective.

2. *How will mitigation affect my flood insurance rates?*

- As risks change, insurance premiums also change to reflect those risks. Your flood insurance premiums may decrease as a result of flood mitigation measures taken to protect your home. Please check with your insurance agent for details.

3. *How will mitigation affect my property value? My property taxes?*

It is difficult to predict how improvements to your property will affect its value and your property taxes. If awarded, the intent of the project is to protect your structure from future flood damage.

4. *What if something unexpected happens during project implementation?*

- This is handled on a case-by-case basis. Unexpected events in the field may impact the scope of work, project costs, and the proposed project completion date. You should notify your community and the Division of Emergency Management immediately of any potential changes in project performance or anticipated completion.

5. *What happens if I am awarded and then decide to withdraw my application?*

You may withdraw your application any time before the grant is submitted to FEMA. However, if you qualify as a Severe Repetitive Loss or Repetitive Loss Property, a decline of the final mitigation offer may result in an increase in your flood insurance premiums. Please review the regulations provided in the link: <http://www.law.cornell.edu/cfr/text/44/79.7>.

6. *What are the timelines for construction after award?*

- The period of performance is the time during which the non-Federal entity may incur new obligations to carry out all administrative actions and award activities, and incur costs. The period of performance for HMGP begins with the opening of the application period and ends no later than 36 months from the close of the application period. The period of performance for PDM and FMA programs begins with the opening of the application period and ends no later than 36 months from the date of subapplication selection. The period of performance will include the time it takes to draft contracts, engineer and design the project, acquire permits, construct the project, survey, and close-out by the State. You should notify your community and the Division of Emergency Management immediately of any potential changes in project performance or anticipated completion. (HMA Guidance 2015 p 86).

7. *Where can I find information about my flood insurance policy?*

- Your flood insurance provider will be able to provide you with information on your flood insurance policy.

8. *Can we do some parts of the project ourselves?*

- At a minimum, all work must be performed by contractors licensed or registered in the State where they are working and who maintain appropriate insurance coverage. In addition, contractors must adhere to more stringent local requirements, where applicable. (Addendum to the HMA Guidance, page 71).

9. *Can I upgrade my countertops, cabinets, floors, appliances, etc. with grant funds?*

- All costs included in the subapplication should be reviewed to ensure that they are necessary, reasonable, and allocable consistent with the provisions of 2 CFR Part 200. (HMA Guidance 2015, p 23).

10. *After my home is appraised, can I take some of the things I love from it before it's destroyed? (Referring to built-in bookcases, favorite chandeliers, granite countertops, etc.) (topic: salvage guidance)*

- Your home's appraised value includes all appliances, fixtures, and features in place at that time. Any alterations to the property after the appraisal could render the appraisal as void. If there are items that you would like to take with you when you move, this needs to be discussed with the grant manager before the appraisal is conducted; changes to the property may lower the appraised value.

Project-Type Questions

11. What are the limitations to mitigation reconstruction projects?

- Eligible mitigation reconstruction costs are limited to \$150,000 Federal share per property; this funding limit only applies to construction activities, which may include but are not limited to demolition, erosion control, utility connection, driveways, foundation construction, shell construction, interior partitioning, utility equipment, fixtures, and flooring. In addition, the square footage of the resulting structure shall be no more than 10 percent greater than that of the original structure. (Addendum to HMA Guidance, p 60-61).
- Generally, structures that were not in compliance with NFIP standards at the time of construction are not eligible to be elevated. (Addendum to HMA Guidance, p 78).

12. If I elevate my home, do I have to bring it up to code?

- If your home is in a flood-prone area, and the elevation project qualifies as a substantial improvement, then yes, the structure will have to be brought into compliance with all applicable codes and standards, not just those that apply to floodplain management. (44 CFR Part 60.3).
- Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term does not, however, include:
 - Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. (44 CFR 59.1).

13. Can I use my own money to make the rebuilt home larger than it was before?

- In the case of mitigation reconstruction projects, the square footage of the resulting structure shall be no more than 10 percent greater than that of the original structure at the time of project close-out. (Addendum to HMA Guidance, p 60-61).
- Costs related to building additions, auxiliary structures, and new decks or porches are considered ineligible costs for structure elevation projects. (Addendum to HMA Guidance, p 78).

14. I've heard about the FFRMS (new EO13690.) Will I have to follow those design considerations since my new home has a federal investment?

- As of early May 2015, federal agencies have not developed their individual guidelines for following EO 13690. It is anticipated that the Order will impact all federal investments, including post-disaster mitigation grants.

15. If I elevate, how much higher than the base flood will give me a better premium on my future flood policy?

- Homeowners who mitigate their homes to reduce or eliminate future impacts from flooding receive many benefits including:
 - Enhanced resiliency of the home
 - Less interruption to life during flood events
 - Higher/improved resale value of the property
 - Potential reduction in homeowners insurance/flood insurance – a homeowner could save more than \$90,000 over 10 years by building 3 feet above the base flood elevation. Additional reduction in flood insurance may occur by building up to 4 feet above the base flood elevation. (FDEM FMA Program Brochure).

16. Can I sell my home during the grant process? If so, how will that affect the new owner?

- Participation in property acquisition and structure demolition or relocation projects by property owners is voluntary. Prospective participants must be informed in writing that participation in the program is voluntary and that the subapplicant will not use its eminent domain authority to acquire their property for the project purposes if negotiations fail and the property owner chooses not to participate. If a home is sold during application review, and the proposed project is awarded, then the new property owner will be consulted for participation in the grant.

17. Can the county use eminent domain to take my house in this federally-granted floodplain project?

- Prospective participants must be informed in writing that participation in the program is voluntary and that the subapplicant will not use its eminent domain authority to acquire their property for the project purposes if negotiations fail and the property owner chooses not to participate. If a home is sold during application review, and the proposed project is awarded, then the new property owner will be consulted for participation in the grant.

Pre-Application Package and Additional Paperwork Questions

18. Is the Pre-Application Package and application for assistance?

- No. The homeowner does not make an application for hazard mitigation assistance. The community must submit an application for funding to FEMA through the State of Florida, which would include mitigation of individual structures. These forms are information gathering tools that informs the community of your interest in mitigation and provides the community with the material that it needs to begin developing an application.

19. What documents am I required to submit and retain?

- It is preferable that you complete all forms in the Pre-Application Package to the best of your ability, and retain copies of all documents that are submitted with the Package. Some of the forms will require notarization, please ensure that the appropriate forms are notarized.

- If awarded, ensure that you retain all plans, designs, estimates, receipts, insurance information, and other documentation associated with funding expenditures to ensure that you are reimbursed the appropriate amount for your project.

20. Who should I list as the property owner?

- Please list all legal owners of the property.

21. What sort of historical loss events should I include?

- Include all flood events, even very minor events. An event does not have to be a major presidential declaration. We are interested in understanding any and all flooding you have incurred. This information will help us project future losses and identify benefits of mitigating your home.

22. What sort of damages should I include?

- Please include all costs you have incurred due to flooding, not just those that may have been reimbursed through insurance or other funding sources. This may include structural impacts, as well as cosmetic damage, content loss, vehicle damage, yard damage, and more. Please also indicate how long you were displaced from your home.

23. Why are you asking for my insurance information?

- Some Hazard Mitigation Assistance Programs require that a structure is insured for funding. The community would like to identify all applicable funding opportunities to mitigate your home.

24. Who is a witness and must the form be notarized?

- Some forms must be notarized, as noted on the form itself. If the form asks for a witness on your signature, the community employee receiving your application in person can witness it for you.

25. What is duplication of benefits?

- Various forms of assistance and programs (e.g., flood insurance, disaster repair grants, loans, etc.) help people whose properties have been damaged by natural disasters to rebuild and relocate. By law, Federal assistance cannot duplicate the benefits provided by other sources. Consequently, if property owners have already received assistance to repair their properties from one program, the other program must ensure they don't provide assistance to cover the same loss. (FEMA Form II-2, Duplication of Benefits Fact Sheet). Any assistance received by the following programs must be reported to determine duplication of benefits:

- FEMA Disaster Housing Program
- State Individual and Family Grant (IFG) Program
- Hazard Minimization Funds
- Small Business Administration (SBA) Loans
- National Flood Insurance Program (NFIP)
- Private Insurance

Financial Questions

26. Who covers the Non-Federal cost share?

- How the Non-Federal cost share is covered will be up to your community. However, a property owner should be prepared to pay for the entire project cost and be reimbursed based on the applicable cost-share allocations.

27. How long does reimbursement take?

- Reimbursement times depends on a number of factors, including:
 - When the property owner submits documentation for reimbursement.
 - When the community submits documentation for reimbursement. Depending on the type of project, the community may want to set up a schedule to submit requests for reimbursement instead of submitting on a rolling basis.
 - The type of documentation submitted. If the correct documentation is not provided with the community's request for reimbursement, this will slow down the approval process.
- If all goes according to plan, reimbursement may take 6 weeks from date of submission to the State.

28. Where can I find the funds to pay for the project up front?

- It is up to the individual property owner to identify funds to pay for the mitigation project.

29. Does the grant cover displacement expenses?

- Owner and/or tenant displacement expenses are considered eligible project costs for mitigation reconstruction and structure elevation projects. In the case of voluntary acquisition/demolition projects, tenants may be eligible for relocation assistance and services.

30. What if I haven't repaired very well, or the market has downgraded, and my home was worth more before the flood (disaster incident)—can the county use that appraisal instead of a current one for the purchase offer?

- Yes. According to FEMA guidance, either fair market value may be used, as long as adjustments to the purchase offer are made for any other federal funding that's been giving toward the property (e.g., flood insurance claims payment or post-disaster individual assistance for repairs.)

31. In a large acquisition grant, what if I'm the only one to stay—how does that affect my property values after the neighbors are all gone?

- This is a frequently asked but difficult to answer question. There's really no way to say, as the value of your property may go either way in this case. One thing is for sure, your home will in all likelihood remain vulnerable to flood risk and future flood damage.

32. What if our contractor estimate after award exceeds our budget?

- Pass-through entities are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. You should notify your community and the Division of Emergency Management immediately of any potential changes in project performance or anticipated completion.

33. If my project is under budget, can I use the funds somewhere else?

- A cost overrun or underrun to a subaward can result from a scope, schedule, or budget change. The pass-through entity must notify FEMA as soon as an underrun or overrun is identified. Prior to re-directing underrun funds to overrun requests within the same award, the pass-through entity must request approval from FEMA for the PDM and FMA programs.

34. What are ICC funds? Can we use ICC funds to meet the local match?

- Increased Cost of Compliance (ICC) coverage is one of several resources for flood insurance policyholders who need additional help rebuilding after a flood. It provides up to \$30,000 to help cover the cost of mitigation measures that will reduce flood risk. ICC coverage is a part of most standard flood insurance policies available under the NFIP.
- The NFIP ICC claim payment from a flood event may be used to contribute to the non-Federal cost share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits, which are elevation, floodproofing, relocation, or demolition (or any combination of these activities). In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.



Public Workshop Meeting Attachments

Sample Agenda

B

(Insert Letterhead/logo)

Sample Public Workshop Agenda

Community Name

Date

Time

Purpose:

- Increase awareness of available federal funding for mitigation purposes.
- Provide an understanding of eligible flood mitigation recipients and project types.
- Clarify responsibilities of sub-applicants and homeowners throughout the entire grant process, and provide assistance where needed.
- To identify potential participants.

Agenda:

- Review the Hazard Mitigation Assistance Programs. Include the funding process, eligibility requirements of sub-applicants and homeowner participants, and applicable project types.
- Describe the roles of sub-applicants, homeowners, and the State in the grant process, from Application Development to Closeout. Stress the importance of record-keeping.
- Present the timeframe and important dates for Application Development. Include instructions for Application Packages.
- Frequently Asked Questions and Q&A session.
- Break-out Session for more specific questions related to certain project types.

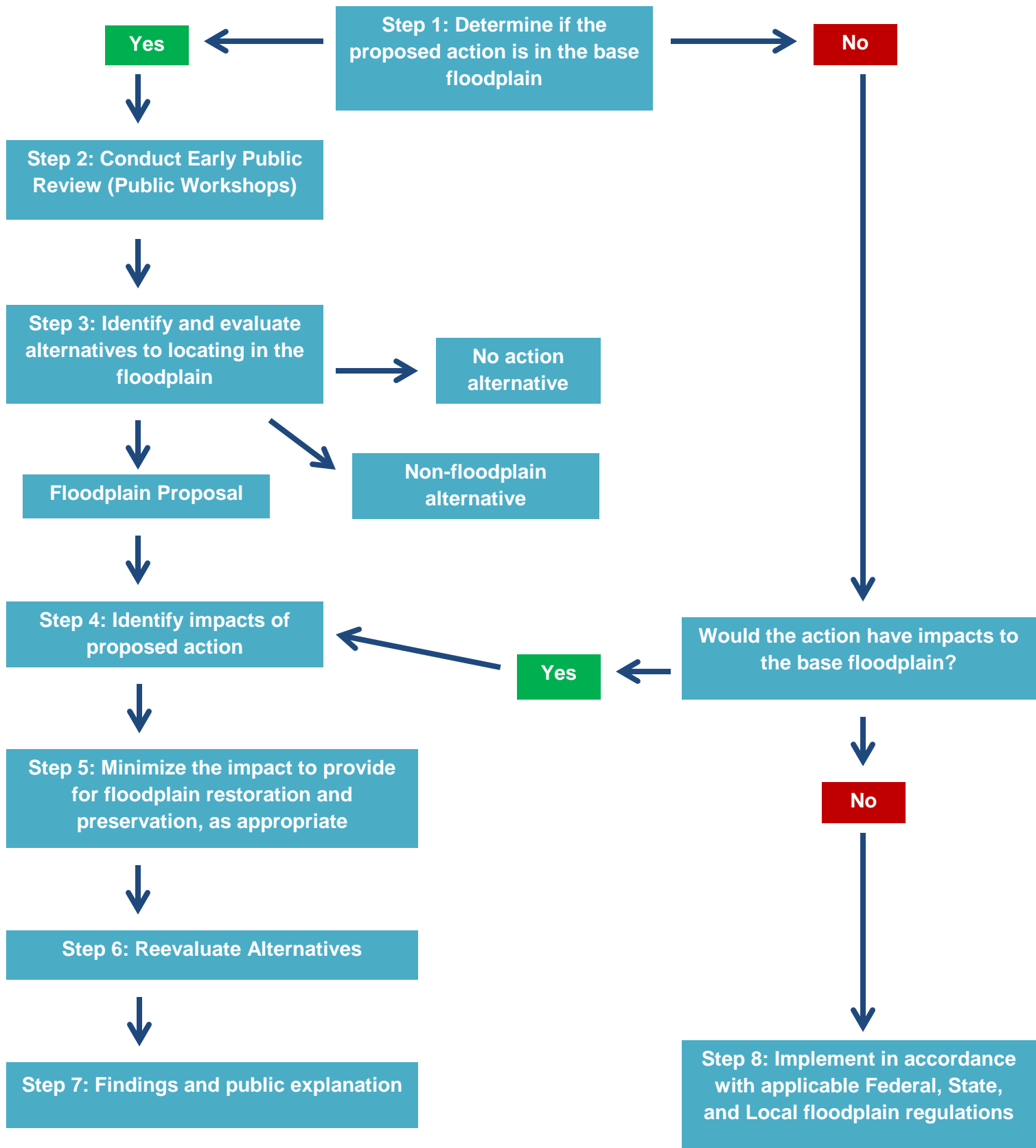


Public Workshop Meeting Attachments

Application Process Diagram for Homeowners



Eight-Step Decision-Making Process Diagram for Executive Order 11988





Public Workshop Meeting Attachments

Sample Presentation

B



Flood Mitigation

State of Florida
Division of Emergency Management



This presentation is **not** intended to be a comprehensive guide to the Flood Mitigation Programs.

Please refer to the **Florida Division of Emergency Management's** website www.FloridaDisaster.org and **FEMA's HMA Unified Guidance** www.Fema.gov/Hazard-Mitigation-Assistance for more detailed information.



Welcome and Introductions

▶ Our Role

- To support you the community in identifying potential participants for the Flood Mitigation Assistance (FMA) Grant Program and providing technical assistance in the grant application development process.



Agenda

- Hazard Mitigation Overview
- Introduction to the FMA Grant Program
 - Funding Process
 - Eligibility Requirements
 - Mitigation Project Types
 - Schedule
- Grant Process and Participant Roles
 - Application Development
 - Award and Implementation
- Timeframe and Expectations
- Q&A
- Break-out Session



Hazard Mitigation

An aerial photograph of a residential property. The house is a two-story structure with a brown roof and white walls, situated on a grassy hill. To the right of the house is a swimming pool with a blue frame. Several utility poles with power lines are visible in the foreground and background. The surrounding area is filled with green trees.

- ▶ . . . Any sustained action taken to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

06/29/2012

Hazard Mitigation

- ✓ Reduces Property Damage
- ✓ Reduces Business Interruption
- ✓ Reduces Human Loss
- ✓ Reduces Repair Costs and Damages
- ✓ Reduces Cost of Emergency Management



Flood Mitigation Assistance Grant Program

- **Goal is to reduce or eliminate claims under the National Flood Insurance Program (NFIP)**
- **This year, prioritizes properties with repetitive flood claims**
- **Application period is currently open**
- **Offering \$89M in funds available nationwide**



All interest and participation
in the FMA Grant Program is
completely voluntary!



FMA Funding

- ▶ Mitigation grant programs are provided on a cost–reimbursement basis
 - ▶ All approved eligible project costs are financed by the subgrantee with reimbursement requested through the State
- ▶ Project Cost–Share
 - ▶ The sub–applicant may be required to provide match, which can be fashioned from a combination of cash and in–kind sources (44CFR 206.432(c)), and project (global) match



Cost-share Requirements

Structure Type	Federal Share	Local Match	Number of NFIP Claims
Severe Repetitive Loss	100%	0	4 + @ \$5,000 each or 2 exceeding value of home
Repetitive Loss	90%	10%	2+ and must be on FEMA's repetitive loss list
NFIP Insured	75%	25%	Documented flood history



FMA and PDM Funding Process

Component	Anticipated Dates
Develop application	Now – June 6 th
Submit to State for review	Deadline: June 6 th
State submits to FEMA for review	Deadline July 25 th
FEMA approves/denies	September 30 th
If approved, State is provided award	December 30 th
State executes a subgrantee agreement with the community	
Community works with participating property owners to implement and close out project	



FMA Eligibility Requirements

- ▶ Sub-Applicant must be the local community
- ▶ Sub-Applicant's jurisdiction must have a FEMA-approved local mitigation plan
- ▶ Community must participate in NFIP



Project Eligibility Criteria

Structure must be..

- ▶ Located in the participating NFIP community
- ▶ Have an active flood insurance policy
- ▶ Compliant with all codes applicable the year the structure was built
- ▶ Report any Duplication of Benefits

Mitigation Type must be...

- ▶ Consistent with State and Local Hazard Mitigation Plan
- ▶ Solve or address a problem
- ▶ Technically feasible
- ▶ Cost-effective
- ▶ NEPA-Compliant
- ▶ Identify a local match

Please refer to HMA Unified Guidance for more details:
<https://www.fema.gov/media-library/assets/documents/33634>

Eligible Project Types



Elevation

Physically raising an existing structure to the Base Flood Elevation or higher



Mitigation Reconstruction

Demolish an existing structure and construct an elevated and code-compliant building



Property Acquisition

The voluntary acquisition of an existing at-risk structure

Structure Elevation

Methods

- ▶ Elevating on continuous foundation walls
- ▶ Elevating on open foundations such as piles, piers, or columns
- ▶ Elevating on fill

Requirements

- ▶ Structurally sound and capable of safe elevation
- ▶ Elevated to BFE or higher
- ▶ Designed in accordance with NFIP standards and ASCE/SEI 24-05
- ▶ Utilities must be properly elevated
- ▶ Structure to be elevated must be in compliance with NFIP standards at the time of construction























Mitigation Reconstruction

Do

- ▶ Design using Advisory Base Flood Elevations
- ▶ Indicate why mitigation reconstruction was chosen over other activity types
- ▶ Eligible costs are limited to \$150k Federal share per property

Don't

- ▶ Choose reconstruction in the regulatory floodway or Zone V
- ▶ Combine with other activity types in the same project subapplication









KOBELCO











LOWE'S







Property Acquisition

Requirements

- ▶ Must be acquired from a **willing, voluntary seller**
- ▶ Must be maintained as open space in perpetuity
- ▶ If undeveloped land, must be part of a project adjacent with an eligible property and still remain cost-effective
- ▶ Is not contaminated with hazardous materials at the time of acquisition
- ▶ Is not part of an intended or planned project area for which the land is to be acquired
- ▶ Any structure that is relocated must be placed outside the SFHA



6910

4129

MS281









Grant Process and Participant Roles

Component	Anticipated Dates
Develop application	Now – June 6 th
Submit to State for review	Deadline: June 6 th
State submits to FEMA for review	Deadline July 25 th
FEMA approves/denies	September 30 th
If approved, State is provided award	December 30 th
State executes a subgrantee agreement with the community	
Community works with participating property owners to implement and close out project	



Community Responsibilities

Application Development	Reimbursement	Implementation and Closeout
<ul style="list-style-type: none">✓ Develop and submit complete project applications	<ul style="list-style-type: none">✓ Manage project funds received✓ Maintain records of work and expenditures for development of quarterly performance and financial reports.	<ul style="list-style-type: none">✓ Complete approved scope of work in a timely fashion✓ Project completed in compliance with environmental conditions.✓ Expenditures consistent with SF-424A or SF424C✓ NFIP Hazard Insurance, if applicable.✓ Permit and applicable building codes are adhered to.



Homeowner Responsibilities

- ▶ Complete the Application Package by **May 20**
 - Signing forms
 - Gathering documentation
 - Elevation Certificate
 - Evidence of flood insurance policy
 - A recent appraisal on your home
 - Any other documentation relating to flood-related damage on the structure to be mitigated: pictures, receipts for repairs, etc.



Our Responsibilities

- Application Development Strategy
- Outreach Activities / Participant Identification
- Eligibility Establishment
- Project Type Identification and Technical Feasibility Analysis
- Scoping, Budget and Schedule Development
- Benefit–Cost Analysis Completion
- eGrants Application Creation and Submittal



After Implementation

Requirements (if awarded)

▶ Homeowners

- Maintain an active NFIP policy on mitigated structures
- Keep all records of federal assistance.
- *Please note that if you are awarded funds on this grant cycle, future federal assistance to mitigate your home will be unavailable.

▶ Community

- Maintain properties acquired as open space in perpetuity
- Keeps all records of federal assistance.

Frequently Asked Questions

- ▶ **What is cost-effective?**
 - Projects where benefits exceed costs.
- ▶ **How do communities raise the match for non-SRL projects?**
 - State grants, local and county funds, private donations, municipal bonds, and in-kind donations are just a few options for matching funds.
- ▶ **How will this affect my flood insurance rates?**
 - As risks change, insurance premiums also change to reflect those risks.

Frequently Asked Questions

- ▶ **What happens with unexpected events during project construction?**
 - Unexpected events in the field may impact the scope of work, project costs, and proposed completion date. Please notify FDEM immediately of any potential changes in project performance or anticipated completion.
- ▶ **What do I do while my house is under construction?**
 - Property owners participating in FEMA-funded acquisition projects are not entitled to relocation benefits because it is voluntary.



Frequently Asked Questions

- ▶ **I am interested in mitigation reconstruction. Are there funding limitations on rebuilding?**
 - Final square footage must be within 10% of original structure square footage.
 - Eligible costs for mitigation reconstruction projects are limited to \$150,000 Federal share per property.



Frequently Asked Questions

- ▶ **What is the process for scoping and budgeting? Can I get my own evaluation?**



Question & Answer

Thank you for participating.





Public Workshop Meeting Attachments

Sample Sign-In Sheet

B

Sample Sign-In Sheet

Notice of Voluntary Interest

(Community Name)

Hazard Mitigation Assistance Programs

Town Hall Meeting

Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

FEMA requires the local government to inform all prospective participants of the following:

NOTICE: Participation in this project is voluntary. Neither the *State of Florida* nor the *(Community Name)* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail. Signing this does not commit you to any action.

Address of Property to be Mitigated	Owner Mailing Address	Owner Name and Phone #	Owner Signature	Interested Yes or No



Public Workshop Meeting Attachments

FEMA Fact Sheet: Flood Insurance Reform Act of 2012





FEMA

Flood Insurance Reform Act of 2012

Impact of changes to the NFIP

Note: This Fact Sheet deals specifically with Sections 205 and 207 of the Act.

In 2012, the U.S. Congress passed the Flood Insurance Reform Act of 2012 which calls on the Federal Emergency Management Agency (FEMA), and other agencies, to make a number of changes to the way the NFIP is run. As the law is implemented, some of these changes have already occurred, and others will be implemented in the coming months. Key provisions of the legislation will require the NFIP to raise rates to reflect true flood risk, make the program more financially stable, and change how Flood Insurance Rate Map (FIRM) updates impact policyholders. The changes will mean premium rate increases for some – but not all -- policyholders over time.

Background:

In 1968, Congress created the National Flood Insurance Program (NFIP). Since most homeowners' insurance policies did not cover flood, property owners who experienced a flood often found themselves financially devastated and unable to rebuild. The NFIP was formed to fill that gap. To ensure the program did not take on unnecessary risks, one of the key requirements to participate in the program was that communities had to adopt standards for new construction and development.

Pre-existing homes and businesses, though, could remain as they were. Owners of many of these older properties could obtain insurance at lower, subsidized, rates that did not reflect the property's real risk. In addition, as the initial flood risk identified by the NFIP has been updated over the years, many homes and businesses in areas where the revised risk was determined to be higher have also received discounted rates. This "Grandfathering" approach prevented rate increases for existing properties when the flood risk in their area increased.

Fast forward 45 years, flood risks continue and the costs and consequences of flooding are increasing dramatically. In 2012, Congress passed legislation to make the National Flood Insurance Program more sustainable and financially sound over the long term.

What this means:

The new law eliminates some artificially low rates and discounts which are no longer sustainable. Most flood insurance rates will reflect full risk, and flood insurance rates will rise on some policies.

Actions such as buying or selling a property, or allowing a policy to lapse, can trigger rate changes. You should talk to your insurance agent about how changes may affect your property and flood insurance policy. There are investments you and your community can make to reduce the impact of rate changes. And FEMA can help communities lower flood risk and flood insurance premiums.

What is Changing Now?

Most rates for most properties will more accurately reflect risk. Subsidized rates for non-primary/secondary residences are being phased out now. Subsidized rates for other classes of properties will be eliminated over time, beginning in late 2013. There are several actions which can

trigger a rate change, and not everyone will be affected. It's important to know the distinctions and actions to avoid, or to take, to lessen the impacts.

Not everyone will be affected immediately by the new law – only 20 percent of NFIP policies receive subsidies. Talk to your agent about how rate changes could affect your policy.

- Owners of **non-primary/secondary** residences in a Special Flood Hazard Area (SFHA) will see 25 percent increase annually until rates reflect true risk – began January 1, 2013.
- Owners of **property which has experienced severe or repeated flooding** will see 25 percent rate increase annually until rates reflect true risk – beginning October 1, 2013.
- Owners of **business properties in a Special Flood Hazard Area** will see 25 percent rate increase annually until rates reflect true risk -- beginning October 1, 2013.

Owners of **primary residences** in SFHAs **will be able to keep their subsidized rates** unless or until:

- You sell your property;
- You allow your policy to lapse;
- You suffer severe, repeated, flood losses; or
- You purchase a new policy.

Grandfathering Changes Expected in 2014

The Act calls for a phase-out of discounts, including grandfathered rates, and a move to risk-based rates for most properties when the community adopts a new Flood Insurance Rate Map. So if you live in a community that adopts a new, updated Flood Insurance Rate Map (FIRM), discounts – including grandfathered rates -- will be phased out. This will happen gradually, with new rates increasing by 20% per year for five years. Implementation is anticipated in 2014.

What Can Be Done to Lower Costs?

For home owners and business owners:

- Talk to your insurance agent about your insurance options.
- You'll probably need an Elevation Certificate to determine your correct rate.
- Higher deductibles might lower your premium.
- Consider remodeling or rebuilding.
- Building or rebuilding higher will lower your risk and could reduce your premium.
- Consider adding vents to your foundation or using breakaway walls.
- Talk with local officials about community-wide mitigation steps.

For community officials:

- Consider joining the Community Rating System (CRS) or increasing your CRS activities to lower premiums for residents.
- Talk to your state about grants. FEMA issues grants to states which can distribute the funds to communities to help with mitigation and rebuilding.



Public Workshop Meeting Attachments

FEMA Fact Sheet: How Recent Legislative Changes Affect Flood Insurance



HOW RECENT LEGISLATIVE CHANGES AFFECT FLOOD INSURANCE >>>



FEMA



The National Flood Insurance Program (NFIP) is in the process of implementing Congressionally mandated reforms required by the Homeowner Flood Insurance Affordability Act of 2014 that repeal and modify the Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12). This fact sheet provides an overview of the changes to flood insurance rates under the NFIP. While the new law is implemented, policyholders are encouraged to maintain and keep their current flood insurance policies. Allowing policies to lapse will leave policyholders unprotected.

Policyholders who have questions about their flood insurance policies should contact their insurance agent.

CHANGES TO FLOOD INSURANCE SUBSIDIES

Several provisions of both the 2012 and 2014 laws apply to older buildings constructed before the effective date of the community's first Flood Insurance Rate Map (FIRM). Such buildings are referred to as "pre-FIRM." Many pre-FIRM buildings located in high-risk flood zones have flood insurance policies with subsidized rates. Most subsidies remain, although they will be phased out over time. The rate of phaseout will depend on the type of policy. The following charts explain how premium rates are affected for different policy types.

PRE-FIRM PRIMARY RESIDENCE POLICIES IN HIGH-RISK AREAS

For Most Pre-FIRM Primary Residences in High-Risk Areas, Subsidized Rates Remain in Effect, but with Newly Required Minimum Increases—and an 18 Percent Increase Limit for Any Individual Policy—Until Premiums Reach Their Full-Risk Rates.¹

Policy Type	Impact On Rate
Existing policies	Policies can be renewed at subsidized rates. ²
Newly written policies	Policies can be issued and renewed at subsidized rates.
Policies on newly purchased buildings	Policies can be issued and renewed at subsidized rates.
Policies re-issued after a lapse ³	Policies for pre-FIRM buildings in high-risk areas that lapsed due to a late renewal payment (received after the 30-day grace period but less than 90 days after expiration) can be re-issued and renewed at subsidized rates.

PRE-FIRM BUILDING POLICES IN HIGH-RISK AREAS

For Other Pre-FIRM Buildings in High-Risk Areas, Subsidized Rates Continue, but Will Increase More Quickly to Reach Full-Risk Rates.

Policy Type	Impact On Rate
Policies for non-primary residences (secondary or vacation homes or rental properties)	25% annual increases at policy renewal until premiums reach their full-risk rates.
Policies for business buildings	Future 25% annual increases at policy renewal.
Policies for Severe Repetitive Loss properties	25% annual increases at policy renewal for severely or repetitively flooded properties that include 1 to 4 residences.

¹ Full-risk rates are determined using data from an Elevation Certificate.

² Full-risk rates could be lower than subsidized rates.

³ Buildings with lapsed policies are not eligible for the subsidy unless the lapse was the result of the policy no longer being required to retain flood insurance coverage.

OTHER POLICIES

For Most Other Policy Types, Rates Will Increase by No More than 18 Percent for Any Individual Policy.

Policy Type	Impact On Rate
Policies for newer (“post-FIRM”) buildings in high-risk areas	Not affected by subsidies; already paying full-risk rates.
Policies for buildings in moderate- to low-risk areas	Not affected by subsidies; properties in these areas (shown as B, C, or X zones on flood maps) do not pay subsidized rates.
Policies for buildings “grandfathered in” when map changes show higher flood risk	Grandfathering remains in effect at this time. Buildings constructed in compliance with earlier maps or continuously covered by flood insurance stay in their original rate class when maps change or properties are sold.
Policies for buildings covered by Preferred Risk Policy Eligibility Extension (PRP EE)	Properties continue to be eligible for lower, preferred-risk rates for the first year after a map change. Starting the following year, rates will increase by no more than 18% for any individual policy until premiums reach their full-risk rate.

REFUNDS

BW-12 required an immediate move to property-specific, full-risk rates when pre-FIRM properties were sold or new policies issued. Some policyholders saw significant premium increases. The new law allows a return to subsidized rates for most properties—and refunds of the difference paid between the subsidized rate and current full-risk rate. FEMA is working with participating insurance companies to start the refund process by the end of this year.

RATE CHANGES WHEN PROPERTIES ARE SOLD

The 2014 law protects policyholders from significant and unanticipated increases in flood insurance costs that could impact their property sales. Subsidized rates continue to apply, and as of May 1, 2014, both the policy and its subsidized rates can be transferred to the new owner. Grandfathered rates can also be transferred at the time of sale.

OTHER PROVISIONS OF THE NEW LAW

Surcharges. A new surcharge will be added to all new and renewed policies to offset the subsidized policies and achieve the financial sustainability goals of BW-12. A policy for a primary residence will include a \$25 surcharge. All other policies will include a \$250 surcharge. This new surcharge will be included on all policies, including full-risk-rated policies and Preferred Risk Policies. The surcharge will be implemented in 2015.

Deductibles. To help homeowners manage their premium costs, the law raises maximum residential deductible limits from \$5,000 to \$10,000.

To keep current as FEMA implements these and other changes to the National Flood Insurance Program, visit fema.gov/flood-insurance-reform.

Policyholders who have questions about their flood insurance policies should contact their insurance agents.



Documentation Intake Attachments

Pre-Application Package



Hazard Mitigation Assistance Application Package

The Flood Mitigation Assistance (FMA) Program makes available federal funds to State, Local and Tribal Governments to implement mitigation projects that reduce or eliminate claims under the National Flood Insurance Program. Participation in the FMA grant program is voluntary, and funding is not guaranteed.

PARTICIPANT REQUIREMENTS

- The mitigation project type chosen must be feasible and cost-effective.
- The structure and the mitigation type must be compliant with Environmental and Historic Preservation requirements.
- The enclosed paperwork must be completed and submitted by the below deadlines.
- The listed documents must be submitted.

***Note that other requirements may apply based on the grant program and project type chosen.**

INSTRUCTIONS

- Fill out enclosed paperwork in the Application Package.
- Compile attachments and completed forms listed in the Application Package Checklist.
- Return the **completed** Application Package to *POC* at *ADDRESS*.

SCHEDULE

- Homeowner Workshop: **(Date)**
- Application Package Deadline: **(Date)**
- Request for Information Deadline: **(Date)**
- **Please turn in your Application Package even if you miss the RFI deadline.**

NEXT STEPS

- *(Community)* will review all Application Packages for eligibility and project prioritization in accordance with FEMA funding guidelines.
- *(Community)* will be developing the FMA program application until *(Date)*, when the application is turned over to the State for further review. You will be notified when the final application is turned in to FEMA.
- Please address any questions that you may have to *(email)*.

Homeowner Application Package Checklist

Homeowners who wish to submit an application for mitigation under the FMA grant program must provide the following information:

Attachments:

- Elevation Certificate on structure to be mitigated (if available)
- Evidence of active flood insurance policy on the structure to be mitigated (Declaration Page)
- Documentation related to any previous flood claims or information pertaining to flood –related damage on the structure to be mitigated (receipts, photos, etc.)
- Loss of Rent receipts for rental properties only
- If structure has pier foundation, a description of the use and contents under the existing structure
- Information on any other funding source received for mitigating the structure
- Contact information of your current contractor, should you decide to use them for cost estimating purposes
- Any other information you may believe useful

Completed Forms:

Please include all homeowners signatures on each form.

- Notice of Voluntary Interest
- Voluntary Participation Form
- Flooding Affidavit, if unable to provide documentation of prior flooding damages
- Declaration and Release
- Duplication of Benefits
- Acknowledgement of Conditions for Mitigation of Property in a SFHA Form
- Privacy Act Release
- Additional forms for Acquisition Mitigation:
 - Statement of Voluntary Participation Acquisition of Property for Purpose of Open Space
 - FEMA Model Deed Restriction
 - Certification to Use Proceeds for Replacement Housing

****Please note that submitting an application does not serve as a contractual agreement and there is no guarantee that your property will be selected or funded. However, all homeowners who are interested in participating must provide the above documentation and complete the attached forms.**

COMPLETE Homeowner Application Packages are due in hardcopy close of business (Date). Please hand-deliver to (POC) at (Address).

Notice of Voluntary Interest

(Insert Community Name)
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address:

Owner(s) Mailing Address:

Owner(s) Name(s):

Contact Telephone Number:

Contact Email Address:

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Community* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Owner's Signature

Date

Owner's Signature

Date

Owner's Signature

Date

VOLUNTARY PARTICIPATION FORM

FEMA HAZARD MITIGATION ASSISTANCE PROGRAMS

ACQUISITION

ELEVATION

MITIGATION RECONSTRUCTION

INSTRUCTIONS: Please fill out this form in its entirety for each structure you wish to be considered for mitigation. Signing this form does not commit you or the community to any action.

PROPERTY OWNER: _____ PHONE NUMBER: _____
 CO-OWNER(S): _____ EMAIL ADDRESS: _____
 PROPERTY ADDRESS: _____ MAILING ADDRESS: _____

HOUSEHOLD INFORMATION - Please provide the following information about your household.

Total number of persons who reside in your household: _____ Number of persons in your household under the age of 18: _____

STRUCTURE INFORMATION – Please provide the following information about the structure you wish to be considered.

Lot and Block (if available): _____ Number Stories: _____
 Heated and Cooled SF: _____ Non-Living Area SF: _____ Original Date of Construction: _____
 Is it a historic property? __Yes __No

For each of the following categories, please check features that apply.

STRUCTURE USE	STRUCTURE TYPE	FOUNDATION TYPE	BUILDING TYPE
<input type="checkbox"/> Primary Home	<input type="checkbox"/> Single Family	<input type="checkbox"/> Basement	<input type="checkbox"/> Steel
<input type="checkbox"/> Secondary Home	<input type="checkbox"/> Manufactured Home	<input type="checkbox"/> Crawl	<input type="checkbox"/> Concrete
<input type="checkbox"/> Rental*	<input type="checkbox"/> Multiple Units # _____	<input type="checkbox"/> Fill	<input type="checkbox"/> Masonry
<input type="checkbox"/> Other _____	<input type="checkbox"/> Temporary Lodging	<input type="checkbox"/> Slab on Grade	<input type="checkbox"/> Wood
	<input type="checkbox"/> Other _____	<input type="checkbox"/> Pier	<input type="checkbox"/> Manufactured Housing
		<input type="checkbox"/> Pile	

* If currently being rented, please attach evidence of the monthly rental rate.

INSURANCE INFORMATION – Please provide the following information.

Flood Insurance? Yes No Insurance Company: _____ Flood Policy #: _____

Please provide past flood claim information below. Provide details of historical losses on the next page.

Year: _____ Claim Amount: \$ _____ Year: _____ Claim Amount: \$ _____
 Year: _____ Claim Amount: \$ _____ Year: _____ Claim Amount: \$ _____

By submitting this form, I affirm the following:

- That the statements made on this form are true and complete to the best of my knowledge;
- That I/we own the property located at (address) _____;
- That the sale or modification of this property under a FEMA Hazard Mitigation Assistance Program is voluntary in nature, that I am under NO obligation to participate, and that I may drop out of the application process at any time;
- That I currently intend to participate;
- That if I agree to sell the property to the Subgrantee, the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily;
- That I understand my submittal of this form only indicates my willingness to participate in the program and does not mean that my property will be mitigated through this program or by the community.
- **If Approved for a grant, I understand that I may be required to pay a match amount of up to 25% of the total project cost to mitigate my home. I affirm that I have the resources to meet such requirement.**

Name: _____ Date: _____ Signature: _____
 Witness: _____ Date: _____ Signature: _____

VOLUNTARY PARTICIPATION FORM
FEMA HAZARD MITIGATION ASSISTANCE PROGRAMS

ACQUISITION

ELEVATION

MITIGATION RECONSTRUCTION

HISTORICAL LOSS INFORMATION – Please attach any photos or historical loss documentation that may be helpful.

I affirm that, to the best of my knowledge, the following information is true and complete.

Name: _____ Date: _____ Signed: _____

FIRST FLOOD EVENT Date and Name (if known) of Event: _____
Source of Flooding (Body of Water): _____ Back up documentation attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
Please list back-up documentation: _____ Depth of Flooding: _____
Duration of Flooding: _____ Damages (<input type="checkbox"/> Estimated <input type="checkbox"/> Known): \$ _____
Displaced from home? <input type="checkbox"/> Yes <input type="checkbox"/> No How long? _____ Types of Damage: _____
Notes: _____ _____
SECOND FLOOD EVENT Date and Name (if known) of Event: _____
Source of Flooding (Body of Water): _____ Back up documentation attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
Please list back-up documentation: _____ Depth of Flooding: _____
Duration of Flooding: _____ Damages (<input type="checkbox"/> Estimated <input type="checkbox"/> Known): \$ _____
Displaced from home? <input type="checkbox"/> Yes <input type="checkbox"/> No How long? _____ Types of Damage: _____
Notes: _____ _____
THIRD FLOOD EVENT Date and Name (if known) of Event: _____
Source of Flooding (Body of Water): _____ Back up documentation attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
Please list back-up documentation: _____ Depth of Flooding: _____
Duration of Flooding: _____ Damages (<input type="checkbox"/> Estimated <input type="checkbox"/> Known): \$ _____
Displaced from home? <input type="checkbox"/> Yes <input type="checkbox"/> No How long? _____ Types of Damage: _____
Notes: _____ _____

Only complete this form if you have previous flood damages for which there is a lack of documentation. Please submit one form for each such occurrence. Each Affidavit of Flooding that is submitted must be notarized.

Affidavit of Flooding

Property Address: _____

Parcel ID Number: _____

Owner's Name: _____

Owner's Address/Phone: _____ - _____ - _____

Date: _____

I hereby attest that my property located at _____, experienced damage resulting from flooding on (or as a result of) _____. The depth of this flooding was approximately _____(inches/feet) inside of my home and remained for approximately _____(days/weeks).

I affirm that the statement made on this affidavit is true and complete to the best of my knowledge, and understand that this affidavit is for the purpose of collecting historical flood information by the community.

Owner's Name

Owner's Signature

Witness Information

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, who is personally known to me or has produced _____ as identification.

Seal:

Notary Public

Printed Name of Notary

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- I am a citizen or non-citizen national of the United States.
- I am a qualified alien of the United States.
- Print full name and age of minor child: I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

- * Only one application has been submitted for my household.
- * All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- * I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (<i>print</i>)	SIGNATURE	DATE OF BIRTH	DATE SIGNED
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).

In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No _____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is \$ _____.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.

Have you received ICC payments? _____

If so, how much ICC funds have you received? _____

Do you plan on receiving ICC payment? _____

If so, how much ICC funds do you plan on receiving? _____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: _____

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: _____

Owner Name:

Property Address:

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Signed

Signed

Date

**Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds**

Property Owner		
Street Address		
City	State	Zip Code
Subject Property Address		
Deed Dated	Recorded	
Tax Map	Block	Parcel
Base Flood Elevation at the site is	feet (NGVD)	
Map Panel Number	Effective Date	

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3, the Florida Building code and any local ordinance standards as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:
 - i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
 - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
 - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
 - iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see the Florida Building Code and any local ordinance standards.

3. The above conditions are binding **for the life of the property**. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees to legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3, the Florida Building Code, and any pertinent local ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

HOMEOWNER/PROPERTY OWNER SIGNS HERE: _____

Name of Property Owner: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____, who is () personally known to me or () has produced _____ as identification.

NOTARY PUBLIC

SEAL:

Printed Name of Notary

Privacy Act Release

I/We, the undersigned, hereby grant my/our permission for the **(name of Community)** to publish, through public notice, the location of my real property which is being considered for a mitigation project (acquisition or elevation) by **(name of Community)**.

This information will be used to notify the public that FEMA, HUD, and the State are considering a mitigation action that may include my property under Section 404 of the Stafford Act, as amended, the Flood Mitigation Assistance Program, the Pre-Disaster Mitigation (PDM) Program, and/or HUD programs.

Further, I/we hereby grant FEMA and the State of Florida permission to disclose flood insurance coverage and claim information, and information about disaster assistance payments received by me/us, to officials of **(name of Community)** for the purpose of aiding in their planning and decision-making regarding mitigation or assistance actions affecting my property. This information will be used for this purpose only and will not be made public.

Date

Print Owner's Name

Print Owner's Name

Signed

Signed

Social Security Number

Social Security Number

Address of Property

City, State, ZIP

If applicable:

Flood Insurance Policy Number:

Insurance Agent's Phone Number:

Insurance Provider/Company:

Insurance Company's 5-digit Company Code:

**Additional Forms for Participants Who Wish to
Apply for Property Acquisition**

Please disregard if you are not electing to pursue an acquisition project

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**Statement of Voluntary Participation for
Acquisition of Property for Purpose of Open Space
FEMA's Hazard Mitigation Assistance Programs**

O.M.B. No. 1660-0103
Expires August 31, 2011

THIS AGREEMENT is made and entered into this on *(date)* _____, by and between (name of Subgrantee) _____, hereinafter referred to as "Subgrantee," and (property owner) _____, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at *(legal address)* _____, hereinafter referred to as "property."
2. Subgrantee has notified Seller that the Subgrantee may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property as of *(date)* _____ is \$ _____, as determined by appropriate valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided in 44 C.F.R. Part 80, and relevant program guidance as documented below (*e.g., Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance*). _____

4. Subgrantee has notified the Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purpose if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to the Subgrantee the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire on *(date of closing)* _____, unless Seller has voluntarily sold Property to the Subgrantee by that date.

_____	_____
Property Owner Signature	Date
_____	_____
Property Owner Signature	Date
_____	_____
Subgrantee's Authorized Agent Signature	Date

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is voluntary. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington VA 20598-3005, Paperwork Reduction Project (1660-0103). **NOTE: DO NOT SEND YOUR COMPLETED FORM TO THIS ADDRESS.**

CERTIFICATION TO USE PROCEEDS FOR REPLACEMENT HOUSING AND RELOCATION OUTSIDE OF THE FLOODPLAIN

I/We, the undersigned, as owners of the property known as _____, am/are voluntary participant in the **(Name of community)** project to acquire floodplain homes. I/We understand and agree that the proceeds from the sale of the property must be used expressly for the purpose of Replacement Housing and further that I/we are required to relocate to housing that is outside of the floodplain boundaries shown on the Flood Insurance Rate Map prepared by the Federal Emergency Management Agency for the **(Name of community)**.

I/We hereby represent and warrant that all purchase price proceeds will be used expressly for the purpose of Replacement Housing and that I/we will relocate outside of the mapped floodplain boundaries.

Print Owner Name(s)

Signed Date

Signed Date

[To be witnessed and notarized in accordance with State and/or local law.]

FEMA Model Deed Restriction

Hazard Mitigation Assistance (HMA) Programs

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A. Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between _____ (property owner) participating in the federally-assisted acquisition project ("the Grantor") and _____ County Board of County Commissioners, ("the Grantee"), its successors and assigns:

WHEREAS, Section 1366 of the National Flood Insurance Act of 1968, 42 U.S.C. § 4104 et seq., identifies the use of disaster relief funds under § 4104c, **Flood Mitigation Assistance Program ("FMA")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the State of _____ has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated _____ with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in _____ County, and _____ County participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the _____ County Board of County Commissioners, acting by and through the _____ County Board of County Commissioners, has applied for and been awarded federal funds pursuant to an agreement with the State _____ dated _____ ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the

State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on _____, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____



Documentation Intake Attachments

Checklist for First Meeting with Property Owners



Checklist for First Meeting with Property Owners

The purpose of the 1st meeting with Property Owners is to go over all the paperwork, answer their questions, and help them complete the forms. This form can be used as a general guide, or you can make a copy to document each meeting.

As you review the forms for completeness, be sure to explain the following:

- Briefly review what a buyout project is all about, and how the vacated land will be used.
- STATEMENT OF VOLUNTARY PARTICIPATION. Confirm that the owner understands the voluntary nature of the project and that they may withdraw at any time. Be sure to explain what this means in terms of where they will be on the priority list and that funds for another buyout may not be available in the future.
- PROPERTY OWNER QUESTIONNAIRE #2. This form asked about insurance and disaster assistance, so it is a good time to explain Duplication of Benefits. It is very important to find out if the property is rented and to get the name of the tenants so that they can be offered relocation assistance if they qualify.
- PRIVACY ACT RELEASE. Emphasize that all personal information is confidential, except the address of the property, which may be specified in a public notice. Explain what types of information may be provided.
- PERMISSION TO ENTER, APPRISE, SURVEY, SAMPLE, AND INSPECT. The various times that someone may need to be on the property are described in this form. Explain why each step is necessary.
- CERTIFICATION TO USE PROCEEDS FOR REPLACEMENT HOUSING AND RELOCATION OUTSIDE OF THE FLOODPLAIN. Owners should understand these restrictions early in the process so that they know to look outside of the floodplain for new housing.
- PROPERTY OWNER CHANGE OF ADDRESS FORM. Emphasize that if they change address during the project, even temporarily, the community needs to know how to get in touch with them so that the project is not slowed down.

Other things to cover:

- That the purchase price will be based on pre-flood Fair Market Value, but that the owner will have the opportunity to pay for a second appraisal; instructions for doing this will be mailed later.
- The Optional Rehousing Assistance Policy, if adopted.
- Any other questions the owner has. SUGGESTION: write down the questions and be sure to follow-up in writing. Do not guess!



Documentation Intake Attachments

**Request for
Duplication of
Benefits Information
Tracking Sheet**



Request for Duplication of Benefits (DOB) Information from FDEM AND FEMA

(Community Letterhead)

Florida of Division of Emergency Management
2555 Shumard Oak Blvd Tallahassee, FL 32399-2100

The **(Name of community)** requests official Duplication of Benefits determinations for the following owners of these properties:

Property Owner Name(s)	Social Security (s) Flood Ins. Pol. #	Property Address

The disaster assistance and/or flood insurance claim payment information provided in response to this request will be used for the sole purpose of determining Duplication of Benefits for property owners participating in the **(Name of community's)** property acquisition project. The information will be retained for three years, during which time it will be considered to be confidential information and safeguarded as such.



Technical Feasibility Attachments

Checklist



Technical Feasibility Worksheet

Owner Name:

Property Location/Address:

Field Investigation Worksheet

Topography prepared by Registered Land Surveyor is required. Is it available?

Yes No

Site and building utilities (water, wastewater, electric, phone, CATV) identified?

Yes No

Potential utility conflicts identified? Yes No

Describe:

Confirm type and condition of existing framing:

Member sizes:

Spans: _____

Connections:

Supports: _

Confirm types and condition of existing foundation:

Type:

Depth: _

Size:

Condition:

Confirm types and condition of existing construction materials:

Roof: _____

Floor: _____

Walls: _____

Foundation: _

Soils/geologic investigation conducted? Yes No

Soil profile description: _

depth to rock:

depth to water table: _

bearing capacity:

susceptibility to scour: _

Flood hazards: identify site on FIRM; indicate map panel number and date.

BFE: _____

velocity: _____

duration:

debris potential: _

Wind zone per applicable local/state building code: _

Accessibility considerations:

Stairs (open/enclosed)

Existing owner special needs

Clearance available to install lifting beams and jacking equipment? Yes No

Site access problems for heavy equipment?: _

Check local codes/covenants for height or appearance; variance required? Yes No

Prepare "as built" dimensioned layout/footprint plan of existing building. Show all attachments (deck, porch, additions) with dimensions and materials noted.

ADDITIONAL DESIGN CONSIDERATIONS:

- At least two elevation options must be considered (beam/column, piers, pilings, fill).
- Must be fully compliant with local floodplain provisions.



Technical Feasibility Attachments

Sample Permission to Enter Property Waiver



Sample Permission to Enter Property Waiver

Our records indicate that you have elected to apply for the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance grant program. As part of the application development process, a qualified professional must conduct a rough cost estimate and assess the structure to ensure that implementing the project is technically feasible. **If you will be working with your own contractor to conduct cost estimates and feasibility assessments, please contact the Application Development Team at [\(email address\)](#). Signing and returning this form indicates that you would like (*Community*) to conduct your cost estimates and feasibility assessments.**

The purpose of this document is to obtain homeowner consent for (*Community*) staff to enter the property located at _____ . The purpose for this site visit is to take exterior structure and property photographs as well as necessary measurements to perform a feasibility study and gather information for cost-estimating and scoping purposes. It is not necessary at this time to enter the home. If signed and returned, staff will be assessing properties (*Date*).

Property Owner Signature

Witness Signature

Print Name Date

Print Name Date



Project Scoping Attachments

Example Scope of Work



Example Scopes of Work

Elevation Project

Community intends to elevate the private residential structure of John Mark located at 123 Florida Drive above the Base Flood Elevation (BFE). The proposed project existing structure will be elevated two feet above the BFE on piling/columns in accordance with our local building requirements. This structure has suffered repeated damage from floods and the proposed project will reduce the current flooding problem.

The structure is located in an AE-Zone. At a minimum when completed, it will meet the AE-Zone requirements including having the lowest floor at eleven (11) feet, NGVD (BFE + 2). The BFE is nine (9) feet. The enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below BFE will be constructed with flood resistant materials. The electrical and mechanical equipment outside the meeting will also be elevated.

Community will provide proof of as-built, final elevation certificate and certificate of occupancy will be required by the State and FEMA for the final inspection.

Mitigation Reconstruction Project

Community intends to demolish and reconstruct the residential structure of John Mark located at 123 Florida Drive above the Base Flood Elevation (BFE). To reduce the current flooding problem, the resulting structure will have a finished floor elevation of at least one foot above the BFE, raising the house out of the floodplain and bringing it up to code.

The structure is located in an AE-Zone. At a minimum when completed, it will meet the AE-Zone requirements including having the lowest floor at eleven (11) feet, NGVD (BFE + 2). The BFE is nine (9) feet. The enclosed area below the BFE will only be used for parking, access, and storage, and shall have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below BFE will be constructed with flood resistant materials. The electrical and mechanical equipment outside the meeting will also be elevated.

Community will provide proof of as-built, final elevation certificate and certificate of occupancy will be required by the State and FEMA for the final inspection.

Acquisition/Demolition Project

The scope of work for this project is to acquire, demolish and remove debris from the Smith residence at 123 First St. and the Jones residence at 345 Elm St. in Anytown, Florida, 32100. The structures suffer repeated damage from floods. The land will be converted to open space and deed restricted as set forth in FEMA program requirements as described in 44 CFR 206.434 (e). The completed work shall comply with all Federal, State and Local Rules and Regulations.



Project Scoping Attachments

Project Scoping and Eligibility Guidance from the 2015 Hazard Mitigation Assistance Unified Guidance:

Elevation Projects



E. Structure Elevation

Part E of the Addendum supplements the information provided in Parts I through IX of the HMA Guidance. The project-specific guidance in this section does not provide all of the information necessary to apply for funding through an HMA program and must be read in conjunction with all other relevant sections of this guidance. See Part IX, C of the HMA Guidance for additional resources on structure elevation.

E.1 Overview

Structure elevation activities generally involve physically raising an existing structure to an elevation at the BFE or higher if required by FEMA or local ordinance. Structure elevation may be achieved through a variety of methods, including elevating on continuous foundation walls; elevating on open foundations, such as piles, piers, posts, or columns; and elevating on fill. Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated. Buildings proposed for elevation must be structurally sound and capable of being elevated safely.

E.2 Additional Project Eligibility Requirements

At a minimum, FEMA requires Applicants and subapplicants to design all structure elevation projects in accordance with the NFIP standards in 44 CFR Part 60. For additional information about the NFIP and structure elevation projects, see Part III, E.7 of the HMA Guidance.

FEMA requires Applicants and subapplicants to design all structure elevation projects in accordance with ASCE 24-14, or latest edition, or its equivalent as minimum design criteria.

E.2.1 Eligible Design Standards

Buildings proposed for structure elevation must be structurally sound and capable of being elevated safely. Important design considerations for structure elevations consistent with 44 CFR Part 60 are as follows:

- + The lowest floor of the structure must be elevated to the BFE or to the elevation specified in the local ordinance if higher. Upon completion of the elevation work, an Elevation Certificate (FEMA Form 81-31) verifying "as built" elevations must be completed to ensure that the structure complies with the local floodplain ordinance and NFIP floodplain management and HMA requirements.
- + Elevation projects must be designed and adequately anchored to prevent flotation, collapse, and lateral movement of the structure due to hydrodynamic and hydrostatic loads, including the effects of buoyancy. It is recommended that an engineer certify that the design elevation will withstand the depth and velocity of 100-year flood events (hydrostatic and hydrodynamic loads), any potential increase in wind load, or any other relevant load factors.

- + For elevation projects in Zone V with open foundations (piles, piers, posts, or columns), the space below the lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. Guidance on free-of-obstruction and breakaway wall requirements is available in FEMA Technical Bulletin (TB) 5, *Free-of-Obstruction Requirements* (2008), and FEMA TB-9, *Design and Construction Guidance for Breakaway Walls Below Elevated Coastal Buildings* (2008).
- + For elevation projects on continuous foundation walls with fully enclosed areas below the lowest floor, the area must be used solely for parking of vehicles, building access, or storage as identified in 44 CFR Section 60.3(c)(S).
- + Elevation projects on continuous foundation walls must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs to meet these criteria must be certified by a registered Professional Engineer or meet or exceed the criteria in 44 CFR Section 60.3(c)(S). Guidance on meeting this requirement can be found in FEMA TB-I, *Openings in Foundation Walls and Walls of Enclosures* (2008).

E.3 Elevation Project Application Package

In addition to the items identified in Part IV, H of the HMA Guidance, the following data are required for each structure:

- + Physical address and property owner's name
- + Estimated cost to elevate each structure
- + Name and location of flooding source (e.g., creek, river, watershed, or location of stormwater ponding) and location on the applicable Flood Insurance Rate Map
- + The proposed elevation of the lowest floor for each structure to be mitigated, the BFE, and the current elevation of the lowest finished floor
- + Type of existing foundation (slab-on-grade, crawl space, basement, or open foundation) and the proposed elevation method and standard to be used
- + A statement that the project will be designed in compliance with NFIP standards in 44 CFR Part 60

E.4 Implementation

Elevation project implementation entails pre-construction activities, construction, inspection of the completed foundation and engineering certification, and obtaining a Certificate of Occupancy. Before construction of the foundation begins, it is very important to conduct an inspection of the condition of the structure, survey the site, and complete a soil inspection to make sure the proposed elevation project is feasible on the site.

E.4.1 Elevation Methods

Standard structure elevation methods are identified in FEMA P-312, *Homeowner's Guide to Retrofitting – Third Edition* (2014), and *FEMA P-341, Above the Flood: Elevating Your Floodprone House* (2000). In addition, FEMA has developed guidance for the design of appropriate foundations based on the requirements of the International Codes and other applicable standards. This guidance is provided in FEMA P-550, and is available for use with HMA structure elevation projects. Furthermore, FEMA requires Applicants and subapplicants to design all structure elevation projects in accordance with ASCE 24-14, or latest edition.

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

- + Elevating the existing structure on piles, posts, or piers
- Filling in the basement and replacing it with an elevated floor
- + Elevating by vertically extending the foundation walls of the home

Activities that result in the construction of new living space at or above the BFE are considered only when they are consistent with mitigation reconstruction requirements described in Addendum Part E.2.1. Activities include structure elevations that abandon a lower enclosed area and add a second story above the BFE to an existing structure.

The method that is selected for elevating a house depends on factors such as:

- + Foundation type
- Condition of the house
- + Applicable State and local building codes
- Soil type and bearing capacity
- Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
- Height of proposed elevation above the grade level
- + Number of additions to the original structure

The most common foundation types are:

- + Crawl space on foundation walls
- + Slab-on-grade
- + Open type foundation -piles and posts or piers

Additional details to consider when constructing an elevation project can be found in the following publications:

- + FEMAP-55, *Coastal Construction Manual*, Fourth Edition (2011)
- + FEMAP-259, *Engineering Principles and Practices of Retrofitting Floodprone Structures* (2012)
- + FEMAP-499, *Home Builders Guide to Coastal Construction Technical Fact Sheet Series* (2010)
- + ASCE 24-14, *Flood Resistant Design and Construction* (2014), or latest edition

This list is not a comprehensive list of publications on retrofitting and elevations. More documents are available at <http://www.fema.gov/building-science-publications>.



Project Scoping Attachments

Project Scoping and Eligibility Guidance from the 2015 Hazard Mitigation Assistance Unified Guidance:

Mitigation Reconstruction Projects



D.3 Mitigation Reconstruction Project Application Package

Subapplicants must indicate in the mitigation activity section of the subapplication why they have chosen mitigation reconstruction instead of the other available activity types.

D.3.1 Scope of Work

The SOW for mitigation reconstruction projects is expected to include the following six general construction-related activities:

- Pre-construction
- Site preparation
- Foundation construction
- Structural shell construction
- Interior finishes
- Construction completion

The activities are discussed further in the sections that follow.

In developing the mitigation reconstruction SOW, the subapplicant should consider:

- + Health issues involved with working with asbestos, mold, and lead-based paint
- + Whether the structure can be safely elevated with a low likelihood of collapse or disintegration of the structure during the process and the need for a registered engineer or architect to ensure that structure elevation is possible
- + The square footage of a resulting structure shall be no more than 10 percent greater than that of the original structure. Breezeways, decks, garages, and other appurtenances are not considered part of the original square footage unless they were situated on the original foundation system. Original square footage must be documented in the subapplication through copies of tax records or other verifiable means.

To facilitate project development and to ensure that all potential costs have been estimated, a conceptual design of proposed activities must be prepared during subapplication development.

D.3.2 Mitigation Reconstruction Project Scoping

Project scoping involves identifying and evaluating all aspects of a mitigation reconstruction project from beginning to end. This includes developing detailed project specifications and a work plan and ensuring the project mitigates future damage to the reconstructed property.

During project scoping, consideration should be given to all factors that have the potential to significantly affect project implementation, including work schedule, project location, project cost, and project effectiveness.

Although the construction of each structure will be designed by a licensed professional as part of the implementation of the project, basic design parameters for each structure must be established during project scoping. Some of the design parameters that must be established during project scoping include foundation type, required foundation height, flood hazard conditions, appropriate wind design, project cost, and site conditions. To aid potential subapplicants through the project scoping process, FEMA has developed detailed information regarding project cost estimates (see Part IV, H.4.3 of the HMA Guidance).

All reasonable and necessary costs, including anticipated project costs, direct costs associated with project scoping and project review, changes suggested by a licensed design professional, and costs for the pre-construction and construction activities listed in **Table 5** are eligible project costs. All costs shall be based on the construction of fundamental, code-compliant structures as related to the codes and standards included or referred to in this guidance. Eligible activities must adhere to all Federal, State, and local requirements.

D.3.3 Design Parameters

The primary design parameters that must be considered during project scoping include:

- + **Foundation Type:** A key consideration for scoping mitigation reconstruction projects is the type of foundation that is required. The type of foundation for a specific mitigation reconstruction project is based on the location of the property within a defined flood zone (based on the BFE or ABFE) and the required height of the proposed structure above adjacent grade. During project scoping, the applicable flood zone or flood hazard area for each structure must be identified in addition to the associated foundation design requirements; this will help subapplicants determine the appropriate foundation type. The type of foundation that is selected affects the type and cost of construction and must be identified prior to subapplication submittal. Assistance in evaluating flood mitigation techniques can be found in FEMA 551. Detailed guidance on foundation designs and design parameters can be found in FEMA P-550.
- + **Foundation Height:** The required height to which a foundation must be constructed is a key factor in determining feasibility and cost. Assistance in evaluating flood mitigation techniques can be found in FEMA 551. FEMA has developed guidance for the design of appropriate foundations based on the requirements of the International Codes and other

applicable coastal construction standards. This guidance is included in FEMA P-550, which also includes sample foundation design calculations and drawings. In this document, FEMA recommends sample designs and associated height limitations for various foundation types. For residential structures with required foundation heights greater than these limits, a licensed design professional should be consulted to determine feasibility.

- + **Wind Design Considerations:** All mitigation reconstruction activities must be completed in accordance with the 2009 International Codes, or latest edition, which include the required wind design speed for the project location. An additional consideration is the requirement for the installation of shutters or other protective measures in windborne debris regions, which are defined by areas with a design wind speed of 120 miles per hour or greater. During project scoping, projects located in these areas should be identified, and the associated cost of shutters or protective measures must be included in project costs.
- + **Seismic Considerations:** All mitigation reconstruction activities must be completed in accordance with the 2009 International Codes, or latest edition, which include the required seismic design for the project location. During project scoping, projects located within these areas should be identified and the associated cost of seismic design measures or protection must be included in project costs.
- + **Project Cost:** The requirements and preferences for mitigation reconstruction developed through the parameters described above will significantly affect the cost of proposed activities. Proposed costs must be developed for consideration of mitigation options and completion of the BCA. Detailed guidance on costing procedures is available from the appropriate FEMA Regional Office. In addition to these specific parameters, other considerations may need to be addressed during project scoping, including:
 - Zoning requirements and other local ordinances
 - Soil conditions
 - Site access requirements
 - EHP considerations

Additional resources for mitigation reconstruction projects can be found in Part IX, C of the HMA Guidance.



Project Scoping Attachments

Project Scoping and Eligibility Guidance from the 2015 Hazard Mitigation Assistance Unified Guidance:

Acquisition/Demolition Projects



A.3 Property Acquisition Application Package

Subapplicants are responsible for meeting the requirements and timeframes in 44 CFR Section 80.13 and for providing the information that is necessary for the Applicant and FEMA to determine the eligibility of the project as described in the subapplication. The subapplication must contain property and project information, including the project description and Environmental Planning and Historic Preservation (EHP) information.

FEMA may request additional information after the subapplication has been submitted to ensure that all necessary information is received. However, all information required by the regulations and this guidance must be received before a funding decision and award or final approval can be made.

A.3.1 General Application Requirements

For property acquisition projects, the project Scope of Work (SOW) in the subapplication must include the following:

- For all HMA programs, the value of each property (pre-event or current, as appropriate) and documentation demonstrating how the market value was determined
- + An appeal or reconsideration process for property owners who dispute the purchase offer property valuation

Additional subapplication requirements include:

- Statement of Assurances
- + A sample of the deed restriction
- + Property owner documentation
- Voluntary interest documentation
- + Certification of owner status for pre-event value
- + Consultation regarding other ongoing Federal activities



Cost Estimating Attachments

**Eligible Costs Guidance from the
2015 Hazard Mitigation
Assistance Unified Guidance:**

Elevation projects



E.4.2 Eligible Structure Elevation Costs

Allowable costs are costs that are necessary and reasonable for the proper and efficient performance and administration of the Federal award. The following costs associated with structure elevation projects are generally allowable:

- + Engineering services for design, structural feasibility analysis, and cost estimate preparation
- + Surveying, soil sampling, completion of Elevation Certificate, title search, deed recordation fees, legal and/or permitting fees, project administration, and construction management
- + Disconnection of all utilities
- + Building of a foundation so that the lowest floor is at the BFE or higher if required by local ordinance or FEMA
- + Physical elevation of the structure and subsequent lowering and attachment of the structure onto a new foundation
- + Construction of a floor system that meets minimum building code requirements when the existing floor system cannot be elevated or is not appropriate for the new foundation
- + Reconnecting utilities and extending lines and pipes as necessary and elevating all utilities and service equipment
- + Debris disposal and erosion control
- + Costs for repair of lawns, landscaping, sidewalks, and driveways if damaged by elevation activities
- + Construction of a utility room above the BFE only if there is no existing space within the house for this purpose or there is no alternative cost-effective way to elevate the utilities
- + Elevation of existing decks, porches, or stairs
- + Construction of new stairs, landings, and railings to access the elevated living space per minimum code or local ordinance
- + Construction of ADA-compliant access facilities or ramps when an owner or a member of the owner's family has a permanent disability and a physician's written certification. An ADA-compliant access to ingress/egress is allowable for funding unless specified otherwise in applicable State or local codes (for more information on ADA, see <http://www.ada.gov>). If ramps are not technically feasible, a mechanical chair lift may be installed.
- + Documented reasonable living expenses (except food and personal transportation) that are incurred while the owner is displaced by the elevation construction
- + Abatement of asbestos and lead-based paint
- + Filling basements with compacted clean fill

E.4.3 Ineligible Structure Elevation Costs

Certain structure elevation activities and their associated costs are not eligible. Ineligible costs for structure elevation include, but are not limited to, the following:

- + Elevating structures that were not in compliance with current NFIP standards at the time of construction
- + Costs related to building additions or auxiliary structures
- + Construction of new decks or porches
- + Any improvements for purely aesthetic reasons, unless required by the EHP compliance review
- + Costs to replace or repair utility service components that are undersized, inadequately designed, or unsafe, unless required by code (except utility rooms noted as eligible costs)
- + Exterior finish on the exposed foundation of the elevated building, unless required by EHP compliance review and or local code
- + Additional landscaping for ornamentation beyond what existed on the site prior to construction of the project (e.g., trees, shrubs)

Sample Structure Elevation Cost Estimate Worksheet

Please note that the cost information provided in this worksheet, including estimates per square foot and percentages of total cost, are for use as an example only and should not be used to develop cost estimates for a grant. Cost information should be appropriate for the local community.



Structure Data Summary			
Community			Anytown, USA
Address			123 1st Avenue
Owner Name			Smith
Location (GPS Coord)			(x, y)
Current Total Square Footage			1,900
Current Living Area			1,800
Structure Quality			Average
Current First Floor Living Elevation			15.1 feet NAVD88
Flood Zone			AE
BFE			16 feet NAVD
Freeboard Requirement			2 feet
Estimated Finished Floor Elevation			18 feet NAVD
Structure Description			3 BR/2 BATH Single Family Residential
Other Structure Notes			
Mitigation Project Type Selected			Structure Elevation
<i>Additional Field Verified Information</i>			
Verify Structure Type and Condition Capable of Second Story Construction			Most likely
Verify Extended Home Height Within Code			Most likely
Can existing access be modified to fit elevated structure?			Not likely
Verify roof condition and capability of being reused based on field observation			0
Square Footage Cost Estimates			
Construction Class			Average
Building Type			Two Story
Exterior Wall Material			Painted Concrete Block
Building Configuration			Single Family House
Living Area (square feet)			15.1 feet NAVD88
Direct Construction Cost Items			
	<i>Quantity / Notes</i>	<i>Units</i>	<i>Cost</i>
<i>Residential Square Foot Cost Estimate</i>			
Base Cost (per square foot)			\$ 75.00
<i>Elevation Adjustment (applicable elements of cost per square foot)</i>			
Site Work (\$10 per SF)	10		\$ 10.00
Foundation Percentage of base square foot cost (assuming for foundation walls and slab)	8.20%		\$ 8.20
Exterior Walls	21.00%		\$ 21.00
Mechanical	6.90%		\$ 6.90
Supplimental Framing (\$14/SF)			\$ 14.00
Jacking Labor and Equipment			\$ 12.00
Total Square Foot Cost			\$ 72.10
Living Area (square feet)			1800
SUBTOTAL Cost (square footage multiplied by total square foot cost)			\$ 129,780.00
<i>Modifications/Adjustments/Alternatives (+/- total cost)</i>			
One Car Attached Garage	1	units	\$ 14,000.00
Fireplace and Chimney	0	units	
Front Porch	200	SF	\$ 1,000.00
Back Porch	0	SF	
Full Bathrooms	1	units	\$ 2,000.00
SUBTOTAL of Residential Square Foot Cost Estimate			\$ 17,000.00
<i>Other Direct Construction Cost Items</i>			
Demolition/Removal (single family house, wood)			\$5,000
Asbestos Abatement - Ceiling (including Lead Based Paint)	N/A	per SF	
Septic abandonment	N/A		
Erosion Control/grading/drainage	N/A		
Utility Connections	included above		
Landscaping for site stabilization	included above		
Walkways and Driveways	included above		
Construction Waste (Rubbish Handling) - 6 CY dumpster	40	weeks	\$ 20,000.00
SUBTOTAL Other Direct Construction Cost Items			\$25,000
TOTAL Structure Direct Construction Cost Estimate			\$ 171,780.00
Pre-Construction and Post-Construction Costs Estimates			
	<i>Quantity / Notes</i>	<i>Units</i>	<i>Cost</i>
Architectural/Engineering, Project Management, and Inspection	10%		\$ 17,178.00
Permitting:			\$ 50.00
Administration Fee			\$ 25.00
Building Permitting Fee (percentage of Direct Constr Cost)	2%		\$ 3,435.60
FL Surcharge Fee	3% permit cost		\$ 5,153.40
Demolition Fee	\$50 + FL Surcharge Fee		\$ 5,203.40
Survey	2%		\$ 3,435.60
Final TOTAL Pre-Construction and Post-Construction Costs			\$ 34,481.00
Total for All Construction Costs			

Final TOTAL for All Construction Costs			\$	206,261.00
Dollar per square foot cost (based on living area)			\$	114.59
		COST FOR CONSTRUCTION	\$	206,261.00
		Grant Management (5% of Cost for Construction)	\$	10,313.05
		TOTAL COST	\$	216,574.05

Notes/Comments:



Cost Estimating Attachments

**Eligible Costs Guidance from the
2015 Hazard Mitigation
Assistance Unified Guidance:**

**Mitigation Reconstruction
Projects**



D.2.2 Eligible Activities for Mitigation Reconstruction Projects

Eligible mitigation reconstruction costs are limited to a \$150,000 Federal share per property. Some eligible activities, such as administrative allowances and permitting fees, need not be included in the \$150,000 maximum Federal share. The activities that are eligible as part of a Federal award in mitigation reconstruction are divided into three categories: consultation and project scoping, pre-construction activities, and construction activities. The activities in each category that are eligible to the extent reasonable and necessary to perform the project purpose are identified in Table 5.

Table 5: Eligible Mitigation Reconstruction Activities

Eligible Activity	Subject to Federal Share Funding Limit of \$150,000?
1. Project Scoping	
Property verification (e.g., size of pre-existing structure)	No
Preliminary elevation determination	No
Environmental Site Assessment Phase 1	No
Engineering Feasibility Study (e.g., Can an existing structure be elevated? Is mitigation reconstruction feasible?)	No
Benefit-Cost Analysis	No
Title search (e.g., ownership verification)	No
2. Pre-construction Activities	
Site survey (i.e., boundaries, elevation)	No
Soils/geotechnical testing, testing for asbestos and lead-based paint	No
Archeological Assessment Phase 1	No
Local, State, and Federal permitting (e.g., Environmental Planning and Historic Preservation and U.S. Army Corps of Engineers)	No
Architectural / engineering design / plans / specifications	No
Plan Review	No
3. Construction Activities	
Permitted disposal of routine asbestos, lead-based paint, and household hazardous wastes incidental to demolition	No
EHP mitigation	No
Demolition/removal	Yes
Erosion control / grading / drainage	Yes
Utility Connections	Yes
Landscaping for site stabilization (e.g., seeding)	Yes
Walkways and driveways	Yes
Elevation foundation construction	Yes
Inspection of foundation system	No
Structural Shell	
Framing	Yes
Exterior Doors	Yes
Windows (includes protection)	Yes
Access / egress	Yes

Exterior cladding	Yes
Roofing	Yes
Interior partitioning	
Drywall	Yes
Trim	Yes
Painting	Yes
Interior doors	Yes
Insulation	Yes
Utility equipment	
Heating, ventilation, and air conditioning	Yes
Water / wastewater plumbing	Yes
Electrical panel and wiring	Yes
Hot water heater	Yes
Fixtures	
Sinks / toilets / showers	Yes
Lighting	Yes
Cabinets and countertops	Yes
Flooring	Yes
Building Inspections	No
Certificate of Occupancy	No
Final Elevation Certificate	No
Owner Displacement Costs	No
Tenant Displacement Costs	No
Prepare and record flood insurance requirement (after construction is finalized)	No

D.2.3 Eligible Demolition/Removal Activities

Mitigation reconstruction projects include either total or partial demolition of the site. All demolition debris shall be removed and taken to an approved landfill. The following must be considered during demolition:

- Asbestos and lead-based paint must be dealt with appropriately
- + Existing associated structures, garages, and above-grade concrete slabs must be removed
- Abandoned septic tanks, if not removed, must be emptied and the floors and walls must be cracked or crumbled to prevent the tank from holding water and the tank must be filled with sand or other clean fill
- + All foundation and basement walls not included in the mitigation reconstruction project footprint shall be removed to at least 1 foot below the finished grade of the site or as necessary to construct the new foundations
- + All basements not included in the mitigation reconstruction project footprint shall be filled with compacted clean fill. Prior to filling, basement floors should be provided with a minimum 1-foot diameter hole in the floor to allow for drainage
- + Only trees that restrict the mitigation reconstruction work on any structure may be removed
- Any abandoned utilities shall be terminated at least 2 feet below the finish grade of the site
- + Any abandoned wells shall be capped and associated components may be removed
- All disturbed areas must be graded and leveled the top 12 inches of soil should be capable of supporting vegetation in areas not included in the reconstructed footprint

D.2.4 Ineligible Costs

Some mitigation reconstruction activities and their associated costs are not eligible. Ineligible costs include, but are not limited to, the following:

- Landscaping for ornamentation (e.g., trees, shrubs)
- Decks and garages not included as part of the foundation system
- + All construction activities not specifically noted in this guidance and not specifically approved by FEMA in advance
- + Site remediation of hazardous materials

Sample Mitigation Reconstruction Cost Estimate Worksheet

Please note that the cost information provided in this worksheet, including estimates per square foot and percentages of total cost, are for use as an example only and should not be used to develop cost estimates for a grant. Cost information should be appropriate for the local community

Structure Data Summary			
Community			Anytown, USA
Address			123 1st Avenue
Owner Name			Smith
Location (GPS Coord)			(x, y)
Current Total Square Footage			1,900
Current Living Area			1,800
Structure Quality			Average
Current First Floor Living Elevation			15.1 feet NAVD88
Flood Zone			AE
BFE			16 feet NAVD
Freeboard Requirement			2 feet
Estimated Finished Floor Elevation			18 feet NAVD
Structure Description		3 BR/2 BATH Single Family Residential	
Other Structure Notes			
Mitigation Project Type Selected			Mitigation Reconstruction
Square Footage Cost Estimate Parameters			
Construction Class			Average
Building Type			Two Story
Exterior Wall Material			Painted Concrete Block
Building Configuration			Single Family House
Future Total Area (square feet)			2090
Construction Cost Items (subject to \$150,000 limit)			
Residential Square Foot Cost Estimate			
Base Cost (per square foot)			\$ 75.00
Alternatives (+/- cost per square foot)			
Air Condition in Heating Ductwork (per square foot)			\$3.00
Total Square Foot Cost			\$ 78.00
Future Total Area (square feet)			2090
SUBTOTAL Cost (square footage multiplied by total square foot cost)			\$ 163,020.00
Modifications/Adjustments/Alternatives (+/- total cost)			
One Car Attached Garage	1	units	\$ 14,000.00
Fireplace and Chimney	0	units	
Front Porch (\$5/SF)	200	SF	\$ 1,000.00
Back Porch	0	SF	
Additional Entry/Exit (\$2,000 each)	1	units	\$ 2,000.00
Additional Kitchen	0	units	
Full Bathrooms (\$6,000 each)	2	units	\$ 12,000.00
SUBTOTAL of Residential Square Foot Cost Estimate			\$ 192,020.00
Other Construction Cost Items (subject to \$150,000 limit)			
Demolition/Removal (single family house, wood)			\$5,000
Asbestos Abatement - Ceiling (including Lead Based Paint)	\$3.00	per SF	\$ 5,700.00
Septic abandonment	N/A		
Erosion Control/grading/drainage	N/A		
Utility Connections	included above		
Landscaping for site stabilization	included above		
Walkways and Driveways	included above		
Construction Waste (Rubbish Handling) - 6 CY dumpster	40	weeks	\$ 20,000.00
SUBTOTAL Other Direct Construction Cost Items			
TOTAL Structure Direct Construction Cost Estimate			\$ 222,720.00

<i>Pre-Construction and Post-Construction Costs Estimates</i>	<i>Quantity / Notes</i>	<i>Units</i>	<i>Cost</i>
Architectural/Engineering, Project Management, and Inspection	10%		\$ 22,272.00
Permitting:			\$ 50.00
Administration Fee			\$ 25.00
Building Permitting Fee (percentage of Direct Constr Cost)	2%		\$ 4,454.40
FL Surcharge Fee	3% permit cost		\$ 133.63
Demolition Fee	\$50 + FL Surcharge Fee		\$ 183.63
Survey	2%		\$ 4,454.40
TOTAL Pre-Construction and Post-Construction Costs			\$ 31,573.06
Total for All Construction Costs			
Final TOTAL for All Construction Costs			\$ 254,293.06
Dollar per square foot cost (based on total future area)			\$ 121.67
		COST FOR CONSTRUCTION	\$ 254,293.06
	Grant Management (5% of Cost for Construction)		\$ 12,714.65
		TOTAL COST	\$ 267,007.72
<i>Notes/Comments:</i>			



Cost Estimating Attachments

**Eligible Costs Guidance from the
2015 Hazard Mitigation
Assistance Unified Guidance:**

Acquisition/Demolition Projects



Table 1: Generally Allowable Costs for Property Acquisition and Structure Demolition or Relocation for Open Space

Both Structure Demolition and Relocation	Structure Demolition Only	Structure Relocation Only
<ul style="list-style-type: none"> • Removal of demolition debris and household hazardous wastes to an approved landfill (including debris from the demolition of houses, garages, driveways, sidewalks, and above-grade concrete slabs) • Abatement of asbestos and/or lead-based paint • Removal of septic tanks; if not removed, floors and walls must be cracked or crumbled so the tank will not hold water, and the tank must be filled with sand or other clean fill • Permitted disposal of fuel tanks that support residential use only • Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site • Filling of basements with compacted clean fill (basement floors must have a minimum 1-foot-diameter hole in the floor to allow for drainage) • Removal of only the trees, if any, that restrict the demolition work on any structure • Termination of all abandoned utilities at least 2 feet below the finish grade of the site • Capping of all wells and/or removal of associated components • Grading, leveling, and site stabilization of all demolition sites 	<ul style="list-style-type: none"> • Market value of the real property (land and structures) either at the time of sale or immediately prior to the most recent disaster or flood event, subject to applicable adjustments, provided State/local laws do not prohibit future improvements and/or require structure demolition • For land already owned by an eligible entity, compensation is for the structure and for development rights only, not for the land. This includes any entity eligible to apply for award or subaward funding under the relevant funding program, even if the entity is not the Applicant or subapplicant for the project. • Fees for necessary appraisals, title searches, title insurance, property inspections, and surveys • Property tax liens or tax obligations can be extinguished with proceeds from property sale while performing the transfer of title • Fees associated with the title transfer, contract review, and other costs associated with conducting the real estate settlement, including recordation of the deed and deed restrictions • Demolition, site restoration, and site stabilization of the acquired site 	<ul style="list-style-type: none"> • Market value of the real property (land only) • For land already owned by an eligible entity, compensation is for the development rights. This includes any entity eligible to apply for award or subaward funding under the relevant funding program, even if the entity is not the Applicant or subapplicant for the project. • Fees for necessary appraisals, title searches, title insurance, property inspections, plan reviews, permit fees, and surveys • Property tax liens or tax obligations can be extinguished with proceeds from property sale while performing the transfer of title • Fees associated with the title transfer, contract review, and other costs associated with conducting the real estate settlement, including recordation of the deed and deed restrictions • Jacking and moving the structure to a different site • The reasonable cost of disassembling, moving, and reassembling any attached appurtenances such as porches, decks, skirting, ramps, and awnings • Necessary site preparations, including foundation, water, sewer, and utility hookups • Site restoration and site stabilization of the acquired site

Sample Acquisition/Demolition Cost Estimate Worksheet

Please note that the cost information provided in this worksheet, including estimates per square foot and percentages of total cost, are for use as an example only and should not be used to develop cost estimates for a grant. Cost information should be appropriate for the local community.



Structure Data Summary			
Community			Anytown, USA
Address			123 1st Avenue
Owner Name			Smith
Location (GPS Coord)			(x, y)
Total Square Footage			1,900
Climate Controlled Square Footage			1,800
Structure Quality			Average
Current First Floor Living Elevation			15.1 feet NAVD88
Flood Zone			AE
BFE			16 feet NAVD
Structure Notes:			3 BR/2 BATH Single Family Residential
Mitigation Project Type Selected			Acquisition/Demolition
Property Appraised Value			
Anytown Property Appraiser Just/Current Market Value			\$ 250,000.00
Property Appraiser Market Value Adjustment Factor			100%
Final Property Appraiser Just/Current Market Value			\$ 250,000.00
Certified Property Appraisal (date)			\$298,000.00
Square Footage Cost Estimate			
Construction Class			Average
Building Type			Two Story
Exterior Wall Material			Painted Concrete Block
Building Configuration			Single Family House
Living Area (square feet)			1800
Total Structure Area (square feet)			1900
Direct Construction Cost Items			
	Quantity / Notes	Units	Cost
Demolition/Removal			\$ 5,000.00
Slab demolition (based on total structure area square footage)	\$4.00	SF	\$ 7,600.00
Finish Grading (\$4 per SY)		SY	\$ 844.44
Sodding- (\$474 per 1000SF)	1.9	1000SF	\$ 900.60
Asbestos Abatement - Ceiling (including Lead Based Paint)	\$ 3.00	per SF	\$ 5,700.00
Septic abandonment	N/A		\$ -
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	\$ 6,000.00
TOTAL Structure Direct Construction Cost Estimate			\$ 26,045.04
Pre-Construction and Post-Construction Costs Estimates			
	Quantity / Notes	Units	Cost
Architectural/Engineering, Project Management, and Inspection	N/A		
Permitting:			\$ 50.00
Administration Fee			\$ 25.00
Building Permitting Fee (percentage of Direct Constr Cost)	2%		\$ 520.90
FL Surcharge Fee	3% permit cost		\$ 15.63
Demolition Fee	\$50 + FL Surcharge Fee		\$ 65.63
Survey	2%		\$ 520.90
TOTAL Pre-Construction and Post-Construction Costs			\$ 1,198.06
Totals			
			Cost
Certified Property Appraisal			\$298,000.00
Final TOTAL for All Construction Costs			\$ 27,243.10
Estimated Closing Costs			
Sales/Broker Commission			\$ 17,880.00
Title Services and Insurance			\$ 5,960.00
Settlement or Closing Fee			\$ 5,960.00
Owners Title Insurance			\$ 3,000.00
State Taxes / Stamps (Deed)			\$ 2,500.00
Property Tax (to be prorated)			\$ 2,000.00
Recording Fees			\$ 50.00
Total Estimated Closing Costs			\$ 37,350.00
			Final TOTAL COST for Mitigation
			\$362,593.10

	Dollar per square foot cost (based on living area)	\$	201.44
	Grant Management (5% of Final Total Cost for Mitigation)	\$	18,129.66
		Total Cost	\$380,722.76

Notes/Comments:



Benefit-Cost Analysis Attachments

Data Documentation Template



Benefit-Cost Analysis (BCA) Data Documentation Template – Flood

FEMA reviews Benefit-Cost Analyses (BCAs) for all proposed mitigation projects submitted under the FEMA grant programs to determine whether the information provided in the application is:

1. Credible and well-documented
2. Prepared in accordance with accepted FEMA BCA practices
3. Able to demonstrate that the project is cost-effective

The following template can be used to assist in the collection and entering of information to meet these requirements within the BCA Tool. One way to use this tool is to highlight or circle the source and use the last column to record the software input and justification for values that vary from the FEMA Standard Values.

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
<input type="checkbox"/>	Name, address, county, and latitude/longitude for each project structure	Include contact information and whether building is historic.	Documents available from homeowner, local building inspector, local tax assessor's office, or title documents.	
<input type="checkbox"/>	Project Information	Project Information includes: <ul style="list-style-type: none"> • Project Number • Analyst Name and Contact Information • Grant Program • Project Point of Contact (POC) 	Information available from the project manager or POC.	
<input type="checkbox"/>	Flood Mitigation Project Type	Refer to your project SOW to determine the type of mitigation project. Project types include acquisition, elevation, flood proofing/temporary flood barrier, drainage improvement, or other.	The project manager or engineer can provide the SOW. Engineering designs may also provide this information.	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
<input type="checkbox"/>	<p>Scope of Work (SOW) (required)</p> <p>Upload the SOW to documents within the software.</p>	<p>Should include:</p> <ul style="list-style-type: none"> • Problem Description and Proposed Solution • Description of Existing Conditions • Work Schedule • Cost Estimate • Engineering schematics, detailed engineering drawings, or engineering designs 	<p>The SOW is available from the project manager.</p> <p>The BCA Cost Estimation module will walk the user through costs that are valid for each project type.</p>	
<input type="checkbox"/>	<p>Project Useful Life (PUL)</p>	<p>The estimated amount of time (in years) that the mitigation action will be effective. The PUL is based on the type of mitigation.</p>	<p>Sources include the PUL table provided in the dynamic help, the project manager, or the project engineer.</p>	
<input type="checkbox"/>	<p>Cost Estimate</p>	<p>All anticipated project costs, including maintenance costs, should be detailed over the useful life of the project. Avoid the use of lump-sum costs. The Cost Estimate should include:</p> <ul style="list-style-type: none"> • The source of the estimate and supporting documentation • The base year of all cost estimates and any deviations due to the anticipated date of construction • Anticipated environmental resource remediation or historic property treatment measures • Other related construction/demolition/relocation 	<p>Provide contractor or Standard Cost Estimating software estimates. Source should be government representative or professional with relevant expertise.</p>	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
		<p>costs, such as survey permitting, site preparation, and material disposal</p> <ul style="list-style-type: none"> Other acquisition costs, such as appraisals, legal recordation, displacement costs for renters, or maintenance 		
<input type="checkbox"/>	<p>Flood Insurance Study (FIS) or Hydrology and Hydraulics (H&H) Study Data</p>	<p>Indicate the source of flooding as either riverine or coastal.</p> <p>The 10-, 50-, 100- and 500-year flood events must be input for each source of flooding.</p> <p>Specific locations for hazard-specific FIS data by flooding source:</p> <ul style="list-style-type: none"> <u>Riverine</u>: Summary of Discharge Table and Flood Profiles (Streambed Elevation is found in profile) <u>Coastal A or V</u>: Summary of Stillwater Elevations Table, Transect Location Map, and Transect Data Tables <p>Include a copy of FIS or H&H study marked up with project location, FIRM title block, and map scale in each project application.</p>	<p>FIS reports can be obtained from the FEMA Flood Map Service Center at http://store.msc.fema.gov.</p> <p>If the source of hazard information is not an FIS, include the agency name, report title, date, and name of the watercourse (from the report cover) OR engineer/ hydrologist name, registration number, date, and methodology used.</p>	
<input type="checkbox"/>	<p>Special Flood Hazard Area (SFHA)</p>	<p>Show whether the project is located in the area that would be flooded by the “base flood” (1-percent-annual-chance</p>	<p>FIRMs can be obtained from the FEMA Flood Map Service Center at http://store.msc.fema.gov.</p>	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
		or 100-year flood) and is at a high risk for flood damage. SFHAs are indicated in the grey areas on the Flood Insurance Rate Map (FIRM).	Smaller versions of FIRMs, or FIRMettes, are also available at no extra cost.	
<input type="checkbox"/>	FIS, FIRM, and H&H – Effective Dates, Panel, and Community ID Numbers	The FIS effective date is on the front of an FIS report. The FIRM effective date, panel, and Community ID numbers are in the FIRM title block in the lower right portion of a FIRM. If an H&H is used, enter the study title and the effective date.	See above entry.	
<input type="checkbox"/>	Elevation of the top of the lowest floor <u>Riverine or Coastal A</u> : First Floor Elevation (FFE) <u>Coastal V</u> : Elevation of the lowest horizontal structural member	Depending on the source of flooding, the elevation of the top of the lowest finished floor in a building is described differently. However, the source of this information is the same: a FEMA Elevation Certificate signed by a licensed engineer or surveyor indicating the FFE or lowest horizontal structural member.	Obtain from licensed engineer or surveyor or municipal building department. Elevation certificate form is available at the FEMA Web site at http://www.fema.gov/pdf/nfip/elvcert.pdf .	
<input type="checkbox"/>	Size of Building	The total enclosed square footage of the building. Acceptable forms of documentation include appraisals, tax records, survey, homeowner estimates, or measured drawings accompanied by photographs.	Data is available from assessor, owner, local tax office or appraiser's office, surveyor, or title documents with building footprint.	
<input type="checkbox"/>	Building	Enter cost per square foot to build a	Sources can include a local building	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
	Replacement Value (BRV)	comparable structure. Acceptable forms of documentation include a letter from a construction company, contracting firm, or local building inspector; photocopies of pages from standard cost reference manuals; or tax records.	inspector, construction company, architect, building engineer, or standard cost estimating software. If tax records are used, the source must be an assessor.	
<input type="checkbox"/>	Demolition Damage Threshold	The demolition damage threshold is the percentage of building damage at which demolition and replacement (rather than repair) would be the economically efficient choice. The FEMA Standard Value for the Demolition Damage Threshold is 50 percent. Documentation is required for value other than 50%.	Sources may include a local ordinance that documents a building is considered substantially damaged below the 50 percent threshold defined by the NFIP.	
<input type="checkbox"/>	Residential Buildings Input Categories: <ul style="list-style-type: none"> • Building/foundation type • Number of stories • If there is a basement • Coastal V: with or without obstruction 	Building and foundation types are a major determinant of anticipated damage from floods. Building types include one-story, two or more stories, split level, mobile home, or other buildings. Foundation types include slab, pier, or pile. Acceptable forms of documentation include photocopies of tax records, hard copy or electronic photos, appraisals, and letters from homeowners.	Information is available from the homeowner, local building inspector, local tax assessor's office, or title documents.	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
		In Coastal V areas you must determine whether the waves are with or without obstruction.		
<input type="checkbox"/>	Non-Residential Buildings Input Categories: <ul style="list-style-type: none"> • Type of structure • Primary use of building 	Determine whether the structure is engineered or pre-engineered. Building uses may be retail, hotel, fast food, non-fast food, hospital, medical office, protective services, correctional facility, recreation, religious facilities, schools, service station, office, convenience store, grocery store, apartment, industrial, or warehouse. If not using the default value for the primary use of building, documentation must be provided.	Information is available from owner, local building inspector, local tax assessor's office, or title documents.	
<input type="checkbox"/>	Building Contents Value	FEMA Standard Value (default): <ul style="list-style-type: none"> • Residential Buildings: Varies between 50-100 percent depending on the Depth Damage Function • Non-Residential Buildings: Varies based on the primary use of the building Provide detailed descriptions of contents, their value, and the means by which the value was assessed for all non-residential buildings and if default value is not used for residential buildings.	Review insurance records, appraisals, purchase receipts, or estimates based on current market prices for similar contents. Contents do not include items that are permanent parts of the building, such as electrical and plumbing systems.	
<input type="checkbox"/>	Displacement Costs	Costs of occupants displaced to	Local community advertisements,	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
		<p>temporary quarters while damage is repaired. Includes rent and other monthly costs, such as furniture rental and utilities, and one-time costs, such as moving and utility hook-up fees.</p> <p>FEMA Standard Value for Residential (default): \$1.44 per square foot per month; one-time costs is \$500.</p> <p>Possible documentation if the default value is overwritten includes: copies of advertisements for local rentals in the community, records of phone contacts with rental agencies, and receipts from similar rentals.</p>	<p>rental agencies, and similar rental receipts.</p> <p>Extra commuting costs and day care may be estimated as long as the estimation methodology is explained.</p>	
<input type="checkbox"/>	Loss of Rent	<p>Loss of Rent is for rental properties <i>only</i> and does not include one-time costs.</p>	<p>Provide receipts for rent payments or owner's records as documentation.</p>	
<input type="checkbox"/>	Value of Contents of Crawlspace	<p>Enter the value of contents stored between the ground and the underside of the lowest flood structural component.</p> <p>The value of contents of crawlspace only applies to structures with pier foundation types. An itemized list of contents in the crawlspace must be provided.</p>	<p>Data is available from owner.</p>	
<input type="checkbox"/>	Non-Residential: Loss of Service	<p>Critical facility types include fire station, hospital, police station, and other. The fire station facility type</p>	<p>Information regarding the number of people served by a critical facility (or by alternate hospitals)</p>	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
		<p>includes fire fighting, search and rescue, public shelter, and Emergency Medical Services, if they are located in the same facility. The hospital facility type includes in-patient hospitals and emergency rooms. Other medical facilities, such as nursing homes, are included in the “other” facility type.</p> <p>Necessary documentation for Critical Facility Type is determined by the Facility Type selected, however it may include information to support the following data:</p> <ul style="list-style-type: none"> • Number of people served by the critical facility • Type of area served by a fire or police station • Distance (in miles) between the critical facility and alternate facility • Number of police officers working a particular facility <p>Number of police officers that would serve the area if a police station was shut down</p>	<p>can be obtained from the municipality, facility operations managers, or documents such as annual reports.</p> <p>Information regarding the distance (in miles) between the critical facility and alternate facility can be obtained from facility operations managers or municipal officials. Local maps or GPS software can be used as documentation of the distance.</p> <p>The number of police officers can be obtained from the municipality, facility operations managers, or documents such as annual reports.</p> <p>Information regarding the number of police officers that would serve the area if a police station were shut down can be obtained from municipal officials or facility operations managers who can provide the appropriate number on official letterhead.</p> <p>Many police stations have emergency plans that outline the number of critical staff needed to serve the area should a police station shut down.</p>	
<input type="checkbox"/>	Non-Residential:	A structure may provide multiple	Information regarding the annual	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
	Service Type Provided by Facility	<p>services. For example, a municipal building may house a government agency and a library. You may enter additional rows and select all that apply from the drop-down menu.</p> <ul style="list-style-type: none"> • Government – local, municipal, State, Federal, or Indian Tribal government agencies • Library – Public information depository • Education – Primary, secondary, college, university, or trade school, public or private • Medical – Out-patient medical facility, rehabilitation center, or nursing home • EMS – Emergency Medical Service not co-located with a fire station or hospital • Shelter – Facility designed to provide safe, temporary housing during a hazard • EOC – Emergency Operations Center <p>Once the Service Type is selected, you must enter the annual operating budget of the agency providing the Service</p>	<p>operating budget can be obtained from the agency providing the service or it can be obtained from an annual report.</p> <p>If an agency has multiple facilities, enter only the portion of the budget that pertains to the location of the proposed mitigation.</p>	
<input type="checkbox"/>	Building Depth-Damage Function	<p>FEMA Standard Value (default): Determined based on answers to the</p>	Historical loss records or	

Obtained	Input	Documentation Summary	Potential Sources	Software Input/Justification
	(DDF)	<p>software questionnaire (foundation type, number of stories, basement, etc.).</p> <p>Users can choose between the default, a library of tables, or create a custom DDF table. If the default value is not used, provide complete documentation to support user-entered values.</p>	engineering judgment.	
<input type="checkbox"/>	Other Damages/Losses Avoided	Can include damages/losses such as debris removal, emergency management costs, or disruption of life. Documentation must be provided for all elements.	Supply owners' bills, affidavits from emergency management, or other credible documentation.	



Environmental and Historic Preservation Attachments

Checklist for Project Application



Environmental Planning and Historic Preservation Review Checklist for Project Applications

Applications submitted to FEMA that do not contain at least the basic components listed below may be immediately denied, as there is no method to determine eligibility absent this data. Additional information may be requested during FEMA review. This information is required for all submittals, including potential substitutions.

	YES	NO	Comments
--	-----	----	----------

National Historic Preservation Act

1.A Would the proposed project affect, or is the proposed project in close proximity to, any buildings or structures 50 years or more in age?			
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1.B Will the proposed project involve disturbance of ground?			
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Endangered Species Act and Wildlife Coordination Act

2.A Are federally listed or endangered species, or their critical habitat, present in or near the project area and, if so, which species are present?

2.B Will the proposed project remove or affect vegetation?

2.C Is the proposed project in or near (within 200 feet), or likely to affect, any type of waterbody or body of water?

Clean Water Act, Rivers and Harbors Act

3.A Will the proposed project involve dredging or disposal of dredged material, excavation, the addition of fill material, or result in any modification to water bodies or wetlands designated as "waters of the United States" as identified by the U.S. Army Corps of Engineers or on the National Wetland Inventory?

Executive Order 11988 (Protection of Floodplains) and Executive Order 11990 (Protection of Wetlands)

<p>4.A Does a Flood Insurance Rate Map, Flood Hazard Boundary Map, hydrological study, or some other source indicate that the project is located in, or will affect, a 100-year floodplain, a 500-year floodplain (if a critical facility), an identified regulatory floodway, or an area prone to flooding?</p>			
<p>4.B Is the proposed project located in, or will it affect, a wetland as listed in the National Wetland Inventory?</p>			
<p>4.C Will the proposed project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?</p>			
<p>4.D Is the proposed project located in, or will it affect, a floodplain or wetland? If yes, the 8-step process summarized in Appendix J must be completed.</p>			

Coastal Zone Management Act

5.A Is the proposed project located in the State's designated coastal zone?			
Farmland Protection Policy Act			
6.A Will the proposed project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use?			
Resource Conservation Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act			
7.A Is there reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?			
7.B Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?			
7.C Will any project construction or operation activities involve the use of hazardous or toxic materials?			

7.D Are any of the current or past land uses of the property associated with the proposed project or are any of the adjacent properties associated with hazardous or toxic materials?			
8.A Are there any low-income or minority populations in the project's area of effect or adjacent to the project area?			
Other Environmental/Historic Preservation Laws (including applicable State laws) or Issues			
9.A Are other environmental/historic preservation requirements associated with this project?			
9.B Are any controversial issues associated with this project?			
9.C Have any public meetings been conducted, or public comment solicited, on the proposed project?			



Environmental and Historic Preservation Attachments

Sample Floodplain Manager Concurrence Request



(Insert Letterhead/logo)

Sample Floodplain Manager Concurrence Request

To:

(Insert Name and Address of Local Floodplain Administrator)

Date:

Placeholder

Subject:

**Federal Emergency Management Agency (FEMA) *(Insert Grant Program)* Floodplain
Manager Coordination Letter**

Contact:

Placeholder

To Whom it May Concern,

Phone:

xxx-xxx-xxxx

(Insert Community Name) is currently working to develop a mitigation application for FEMA's *(Insert Grant Program Name)*. At this time, the *(Community)* would like to inform you of the intent to pursue flood mitigation on the structures listed in Table A attached. Within this application, *(Community)* proposes to *(Insert a brief description of the project)*. The project will undergo FEMA review, and if funded will be permitted by local building officials and must be conducted in accordance with all floodplain management regulations.

Email:

Placeholder

(Community) requests your concurrence with the submittal of these applications. At this time, there is no evidence to indicate that the project will negatively impact the floodplain. Please respond to *(Placeholder)* at your earliest convenience. Should you have any questions or concerns, please do not hesitate to contact *(Placeholder)* at *(Placeholder)*.

Sincerely,



Environmental and Historic Preservation Attachments

Sample State Historic Preservation Office Concurrence Request



(Insert Letterhead/logo)

Sample State Historic Preservation Officer Concurrence Request

To:

State Historic Preservation Officer
Compliance and Review Section
Division of Historical Resources
Florida Department of State
500 South Bronough Street-4th Floor
Tallahassee, Florida, 32399-0250

Subject:

Federal Emergency Management Agency (FEMA)
(Insert Grant Program) – (Insert Community Name)

Date:

Placeholder

Contact:

Placeholder

To Whom it May Concern:

(Insert Community Name) is submitting an application to the Federal Emergency Management Agency (FEMA) for a grant under FEMA's (Insert Grant Program). Within this application, (Community) proposes to (Insert a brief description of the project).

Phone:

xxx-xxx-xxxx

One of the requirements for FEMA's grant application programs is to identify the presence of any regulated resources in the project area. At this time, (Community) would like to inform you of the project and request SHPO clearance or conditions for implementation. A narrative describing the proposed scope of work, a table of proposed project site addresses, project area maps, and pictures showing the proposed project sites and the nearby structures is attached for your review.

Email:

Placeholder

The structures to be acquired are (insert structure age). However, if approved, project implementation will require more than 6 inches of ground disturbance. Your response is greatly appreciated. If you have any questions regarding this project, please contact me by phone, by email, or by letter at the address in the right hand margin.

Sincerely,



Environmental and Historic Preservation Attachments

Sample US Army Corps of Engineers Concurrence Request



(Insert Letterhead/logo)

Sample US Army Corps of Engineers Concurrence Request

To: US Army Corps of Engineers

(Insert Regional USACE Permitting Section Address)

Subject:

Federal Emergency Management Agency (FEMA)

**Grant Program Environmental and Historic Preservation Coordination – Insert Local
Jurisdiction Name**

Date:
Placeholder

To Whom it May Concern:

Contact:
Placeholder

The (Insert Community Name) has developed and is submitting an application for FEMA's (Insert Grant Program Name) in (Year). This grant program provides funding to eligible entities to mitigate future flood risk. The (Insert Community Name) is currently working with interested homeowners to develop mitigation applications for multiple residential structures.

Phone:
XXX-XXX-XXXX

Due to the close proximity of a body of water, FEMA has requested a USACE Regulatory Division permit or No Permit Required letter (an e-mail would also be sufficient) from the USACE. For each of the project locations listed in the attachments, no work will be conducted in or over waters of the US.

Email:
XXX.XXXXXXX@XXX.XX
X

For your use, we have provided the following attachments:

Attachment A: Pensacola, FL Scope of Work.

Attachment B: Pensacola, FL Proposed Project Site Information.

Attachment C: Flood Insurance Rate Map (FIRM) for Pensacola, FL

Attachment D: U.S. Fish and Wildlife Wetlands Inventory Map for Pensacola, FL.

Attachment E: Topographic Map for Pensacola, FL.

We look forward to working with you to obtain the necessary documentation needed to file complete applications with FEMA before our deadline of (Date). If you should require additional information or have questions concerning the information presented herein, please do not hesitate to contact me at XXXXX.Xxx@XXXX.Xxx or by phone XXX-XXX-XXXX.

Sincerely,



Environmental and Historic Preservation Attachments

List of Documents to Provide for Agency Concurrence



List of Documentation to Provide for Agency Concurrence

Agency/Party	Concurrence Required	Necessary Documentation
Local Floodplain Manager	That the proposed project is in compliance with the local floodplain management ordinance and will not have a negative impact on the floodplain. Preferably, the sub-applicant's floodplain manager will be involved in application development.	<ul style="list-style-type: none"> - Location of project - Project type - Construction year - Area of structure - Foundation type - Flood zone designation - Base flood elevation - Freeboard requirement - Current first floor elevation - Proposed first floor elevation - FIRM with project area highlighted
State Historic Preservation Officer (SHPO)	When the project involves a structure built over 50 years ago, or when there is more than 6 inches of ground disturbance, the SHPO must be notified of the project and requested for any conditions of project implementation. Conditions may include a stop work order if historic artifacts are found.	<ul style="list-style-type: none"> - Scope of work - All project information required for Floodplain Manager Concurrence - Aerial map of proposed project site - Parcel location maps - At least one photograph for every side of each structure included in the application
US Army Corps of Engineers Permitting Section (USACE)	If the proposed project includes localized drainage projects or are within close proximity to a body of water (200 feet), the USACE must be notified of the project and determine if a permit is required.	<ul style="list-style-type: none"> - Scope of work - All project information required for Floodplain Manager Concurrence - FIRM with project area highlighted - Aerial map - Wetlands inventory map - Topographic map

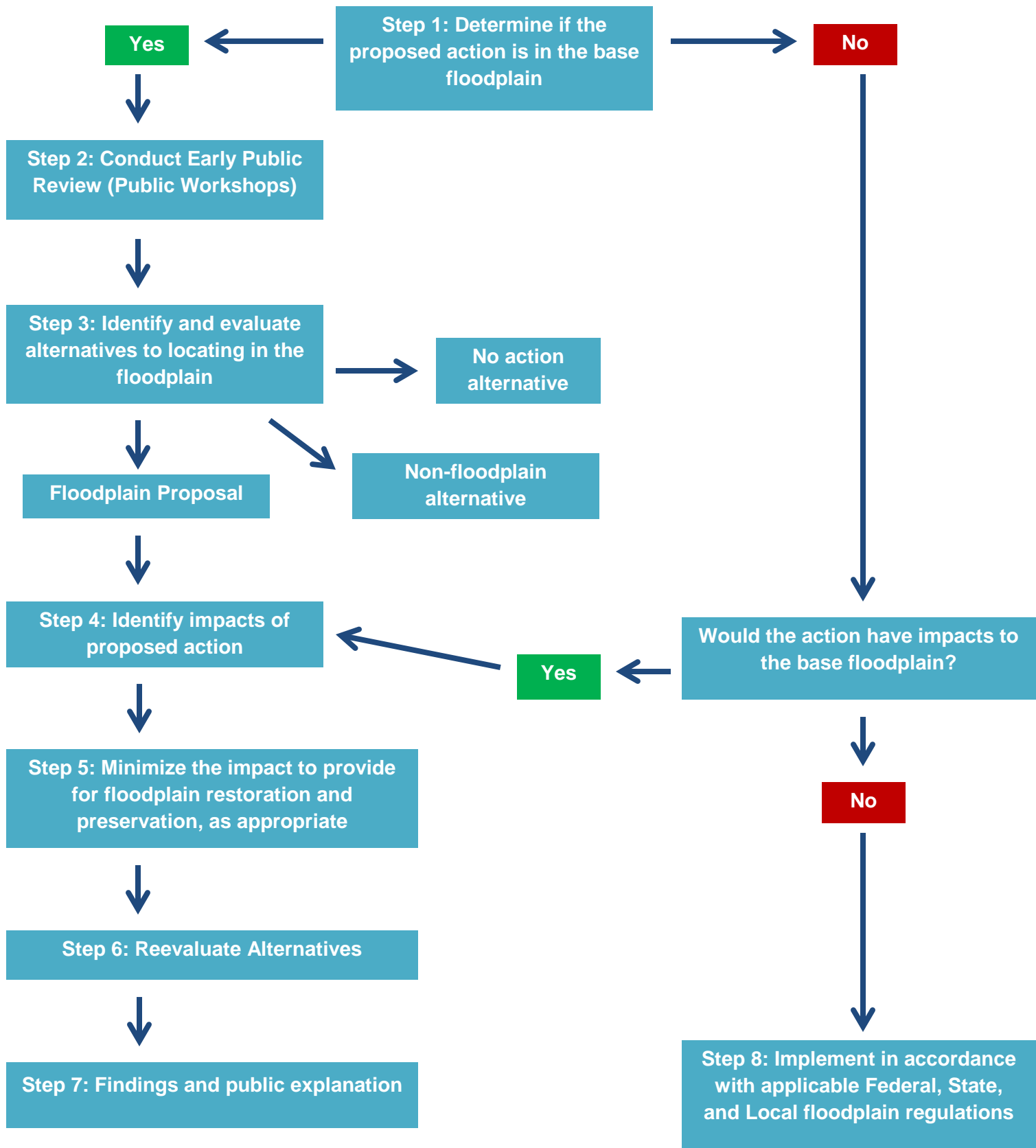


Environmental and Historic Preservation Attachments

Eight-Step Decision-Making Process Diagram for Executive Order 11988



Eight-Step Decision-Making Process Diagram for Executive Order 11988





Environmental and Historic Preservation Attachments

Sample Public Notice



JOINT FEDERAL, STATE, LOCAL PUBLIC NOTICE DRAFT

The Federal Emergency Management Agency and Florida Division of Emergency Management have received the following application for Federal grant funding. Final notice is hereby given of the Federal Emergency Management Agency's (FEMA) consideration to provide funding in the form of a Flood Mitigation Assistance Program Grant.

Under the National Environmental Policy Act (NEPA), federal actions must be reviewed and evaluated for feasible alternatives and for social, economic, historic, environmental, legal, and safety considerations. Under Executive Order (EO) 11988 and EO 11990 FEMA is required to consider alternatives to and to provide public notice of any proposed actions in or affecting floodplains or wetlands. EO 12898 also requires FEMA to provide the opportunity for public participation in the planning process and to consider potential impacts to minority or low-income populations.

Funding for the proposed project will be conditional upon compliance with all applicable federal, tribal, state and local laws, regulations, floodplain standards, permit requirements and conditions.

Applicant:

Name of applicant

Project Title:

FMA-FL-2014- ##- *Title*

Location of Proposed Work:

The area affected by this project consists of homes in the following locations:

(List the addresses of the homes that are in the same area, streets, intersections, etc.)

Proposed Work and Purpose:

Detailed Project Description

Project Alternatives:

The alternatives to the project that have been and will be considered are 1) the no action alternative and 2) ***identify other feasible alternative (relocation, acquisition/demolition, etc.)***. These alternatives to the proposed project are not viable because under Alternative 1) ***example repetitive flooding is not alleviated and the needs of the community would not be served; and Alternative 2) example does not retain fabric of the community and is cost prohibitive, and therefore not practicable.***

Comment Period:

Comments are solicited from the public; local, state or federal agencies; and other interested parties in order to consider and evaluate the impacts of the proposed project. The comments should be made in writing and addressed to the Florida Division of Emergency Management, Bureau of Recovery and Mitigation, 2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100. These are due within 30 days of this notice (***or the actual date***). The State will forward comments to applicable regulatory agencies as needed. Interested persons may submit comments, obtain more detailed information about the proposed action, or request a copy of the findings by contacting:

Local Contact/Title

(###) (###-####)

Agency

Email Address

State Environmental Liaison Officer

(###)(###-####)

Florida Division of Emergency Management

Email Address



Final Participant Consultation Attachments

Mitigation Reconstruction cost Share Examples

Mitigation Reconstruction Cost Share Examples

Mitigation Reconstruction projects can be funded by FEMA through HGMP, PDM, and FMA. For FMA only, all properties included in a subapplication for mitigation reconstruction funding must be NFIP-insured at the time of the application submittal. The flood insurance must be maintained through completion of the mitigation activity and for the life of the structure. Mitigation reconstruction projects cannot be combined with other activity types in the same project subapplication to ensure that the subapplication scope, schedule, and budget adhere to programmatic requirements (Hazard Mitigation Assistance Guidance Addendum, page 69).

Mitigation Reconstruction projects are also limited to \$150,000 maximum to cover construction activities, such as demolition and removal, grading, utility connections, landscaping, the structural shell, interior partitioning, utility equipment, and fixtures. A list of eligible costs for mitigation reconstruction projects is provided under Section E of the Ready Pack.

In addition to the \$150,000 maximum for construction costs, mitigation reconstruction projects are also subject to Cost-Share requirements. FEMA-identified Severe Repetitive Loss properties are eligible for 100% Federal funding; Repetitive Loss properties are eligible for 90% Federal funding; and NFIP-insured properties are eligible for 75% Federal funding.

Provided below are examples of how the cost shares for Mitigation Reconstruction projects will vary based on cost-share eligibility and the cost for construction activities.

Project Type	Total Construction Costs	Total Pre-and-Post Construction Costs	Total Project Cost	Federal Share of Construction Costs	Federal Share of Pre and Post Construction	Total Federal Share	Total Local Match
Mitigation Reconstruction SRL	\$140,000.00	\$70,000.00	\$210,000.00	\$140,000.00	\$70,000.00	\$210,000.00	\$0.00
Mitigation Reconstruction SRL	\$150,000.00	\$70,000.00	\$220,000.00	\$150,000.00	\$70,000.00	\$220,000.00	\$0.00
Mitigation Reconstruction SRL	\$175,000.00	\$70,000.00	\$245,000.00	\$150,000.00	\$70,000.00	\$220,000.00	\$25,000.00
Mitigation Reconstruction RL	\$140,000.00	\$70,000.00	\$210,000.00	\$126,000.00	\$63,000.00	\$189,000.00	\$21,000.00
Mitigation Reconstruction RL	\$150,000.00	\$70,000.00	\$220,000.00	\$135,000.00	\$63,000.00	\$198,000.00	\$22,000.00
Mitigation Reconstruction RL	\$175,000.00	\$70,000.00	\$245,000.00	\$150,000.00	\$63,000.00	\$213,000.00	\$32,000.00
Mitigation Reconstruction NFIP	\$140,000.00	\$70,000.00	\$210,000.00	\$105,000.00	\$52,500.00	\$157,500.00	\$52,500.00
Mitigation Reconstruction NFIP	\$150,000.00	\$70,000.00	\$220,000.00	\$112,500.00	\$52,500.00	\$165,000.00	\$55,000.00
Mitigation Reconstruction NFIP	\$175,000.00	\$70,000.00	\$245,000.00	\$131,250.00	\$52,500.00	\$183,750.00	\$61,250.00



Final Participant Consultation Attachments

Sample Homeowner Acknowledgement of Cost Estimate and Mitigation Project Local Match

Sample Homeowner Acknowledgement of Cost Estimate and Mitigation Project Local Match

Owner Name:
Property Address:

Property Type:
Phone:
Email:

Dear Homeowner,

Through the (Insert Community), you have indicated intent to voluntarily participate in and apply to the Federal Emergency Management Agency's (FEMA) (insert Grant Program name) for (Year). As such, a cost-sharing commitment may be required. This notification is a requirement of the grant application and is intended to inform homeowners of the total project cost and their estimated financial responsibility if funding is approved. The amounts below are estimates. Exact financial responsibility will be calculated based upon actual project costs. Per HMA program guidance, FEMA may contribute up to 100 percent Federal cost share for Severe Repetitive Loss properties (SRL) as identified by FEMA. Repetitive Loss (RL) properties as identified by FEMA are eligible for up to 90 percent Federal cost share, and NFIP-insured properties are eligible for up to 75 percent Federal cost share. In addition, FEMA may only contribute up to \$150,000 for the hard construction costs of mitigation reconstruction projects.

Your property has been identified by FEMA as a (Insert Property Type), eligible for (Insert eligible cost share percentage) percent Federal cost share. The total cost estimate for the mitigation project proposed at the above property address is provided below.

Cost Estimate (Insert Address) (Insert Project Type) Project			
	Total Cost	Federal Share Amount	Local Share Amount
Construction Costs			
Pre-and Post-Construction Costs			
TOTAL			

The cost estimate to mitigate your property was calculated using (insert description of how the cost estimate was developed). It is important to reiterate that the FMA program is a cost-reimbursement program and actual eligible costs incurred by the participating homeowner will be reimbursed following the submittal of necessary supporting documentation. Further, the total Federal share amount shown above, if approved, demonstrates the total amount available for reimbursement to the homeowner.

By signing this form, I affirm and understand the following:

- That I have been notified of and understand the total cost estimate of my mitigation project.

- That participation in the application process and grant program is voluntary.
- Funding is not guaranteed.
- If I am not satisfied with the above and attached estimated costs, I have the option of obtaining estimated costs for my project at my own expense and in accordance with applicable regulation and guidance and may submit appropriate documentation for consideration.
- If approved for a grant, I am required to pay the local match to mitigate my home, and I have the resources to meet such requirement.
- I understand that the program is cost reimbursable and that I may be reimbursed at **(insert eligible percentage)** of the actual eligible costs of the project, as requests for reimbursement using prescribed forms, with all appropriate documentation, are submitted to the **(Insert Community)**. If approved for funding, additional information will be provided on the reimbursement process.

Homeowner Signature

Community Official Signature

Date

Title

Homeowner Signature

Date



Final Participant Consultation Attachments

Sample SRL Consultation Agreement



**Severe Repetitive Loss (SRL) Pilot Program
Model Consultation Agreement**

[Information required to complete the Model Consultation agreement can be found in the Hazard Mitigation Assistance program guidance]

Applicant [State/Territory/Tribe]: _____

Subapplicant [State-level agency/local government (i.e. City/County)/Indian tribal government]:

Property Owner(s): _____

Property Address: _____

NFIP Policy Number: _____ **Repetitive Loss Number:** _____

This Model Consultation Agreement documents the consultation process and interaction between you and the local government. The consultation process may involve an initial meeting and follow-up meetings as necessary to complete the consultation process. Meeting dates shall be documented and initialed by you and the [State and/or City/County] on the last page of this form.

The SRL property owner(s) acknowledge(s) being informed and notified by the [State and/or City/County] that:

1. The SRL program is a voluntary program. The Applicant or Sub-applicant will not use its power of eminent domain to acquire the property during or after negotiations, and the property is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date, and/or where there is an intention to use the property for any public or private future use inconsistent with the open space deed restrictions and FEMA acquisition requirements. This agreement may be used instead of the Notice of Voluntary Interest Statement.
2. Your property appears on the FEMA SRL Property List, and [State and/or City/County] may include your property in an application for mitigation assistance from FEMA under the SRL program.
3. The [State and/or City/County] has provided you with specific National Flood Insurance Program (NFIP) claims information, which may include losses that occurred prior to your ownership of the property in order to explain their inclusion on the SRL list. This information is available from the FEMA Regional Office or State NFIP coordinator. Contact information is attached for your convenience.
4. For acquisition projects, you must maintain an NFIP insurance policy on your SRL structure from the time of application until property transfer is complete, in order to qualify for assistance. For all mitigation activities except for the sale of your property, an NFIP policy must be maintained for the life of the property.

5. For an acquisition, the [State and/or City/County] will obtain a copy of the original deed and any deeds of trust for the property from you. This information will be verified through a title search, which will identify names and addresses of other persons, financial institutions, and/or other public or private entities with a recorded interest on the property.
6. FEMA funds cannot duplicate amounts available to you from other sources. You need to identify any other sources of funds that may reasonably be available to you for the mitigation activity, to compensate in whole or part for the value of the property, or to address any property damage, such as applicable insurance policies, other assistance, legal claims or third party legal obligations. If such amounts become available to you even after the mitigation offer is made (e.g. after the property is acquired, elevated, reconstructed, and flood proofed) the amounts you received from FEMA are still considered a duplication of benefits, and you must inform the [State and/or City/County] and repay such duplicated amounts. If a duplication in benefits has been identified, please list the source and amount of duplication here:

7. The [State and/or City/County] official has discussed the project types available to you and your preferences were:

8. The [State and/or City/County] will decide on the properties and project activity types that will be submitted in their application. The [State and/or City/County] will decide whether to include your property in an application, and will decide the project activity type that will be offered to you should grant funds be awarded for this project. The [State and/or City/County] decision is based on a combination of factors including your preferences, cost effectiveness, technical feasibility, and the State and local government legal, land-use, and contractual requirements.

9. The [State and/or City/County] will make a formal offer to you only if SRL program funds are awarded for this project.

10. For property acquisition, in accordance with 44 CFR 80.15(c) and program guidance, the [State and/or City/County] will identify the highest estimated purchase offer amount available to the property owner. This estimate includes estimated property value; any anticipated additions (e.g. supplemental housing payments) and deductions (duplicated benefits or costs borne by you); and the methodology used to determine the property value (i.e. current market value, pre-event market value, outstanding loans, original purchase price).

Estimated Property Value: _____

Methodology used to determine property value (current market value, pre-event market value, outstanding loans, or original purchase price): _____

Estimated Additions: _____

Estimated Deductions: _____

Estimated Total Purchase offer amount: _____

Estimated Federal / non-Federal Cost Share (75 / 25 or 90 / 10): _____

Estimated cost borne by property owner: _____

Any second mortgages or home equity loans taken out following the initial consultation meeting will not be included in the purchase offer.

In order to receive pre-event market value, you will be required to certify that you are either a National of the United States or qualified alien before the mitigation offer is made.

11. For mitigation activities other than acquisition, [State and/or City/County] may identify estimated costs for various mitigation activities:

Activity type: _____

Estimated total activity cost: _____

Estimated Additions: _____

Estimated Deductions: _____

Estimated Total Mitigation Offer (Including estimated additions and deductions):

Estimated Federal / non-Federal Cost Share (75 / 25 or 90 / 10): _____

Estimated cost borne by property owner: _____

12. The final mitigation offer may be adjusted to meet all program regulatory and guidance requirements and to ensure no duplication of benefits (see number six above), as determined by the [State and/or City/County], once grant funds for the SRL project application are approved by FEMA.

13. The Sub-applicant will advise the property owner of the estimated timeframe for implementing various project types and whether the property must be vacated during project implementation.

14. For property acquisition or relocation projects:

- All existing buildings must be removed by relocation or demolition within 90 days of settlement; and
- The acquired land will be deed restricted in perpetuity and managed by the [State and/or City/County] or an acceptable third party organization.

15. If you decline the final offer of mitigation made under the SRL program, your property will be subject to an increase in the flood insurance premium rate.

16. You may appeal insurance premium rate increase that results from declining an SRL program mitigation offer based on criteria listed at 44 CFR Part 79.7 (d) and in program guidance.

17. The increased insurance premium rate resulting from declining a mitigation offer will continue even if the SRL program ends.

18. Any mitigation offer made under the SRL program remains open and available to you as long as the SRL program exists and funds are available.

19. All information related to you and/or your property that is collected during this consultation process shall be protected consistent with the Federal Privacy Act and similar State and local laws and ordinances.

20. Any SRL mitigation grant funds received directly or indirectly are generally not taxable for your Federal income tax purposes. However, you may want to consult with a tax advisor with respect to any potential State, local or other tax implications.

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

Signature of Applicant or Subapplicant's Authorized Representative(s) Date

The local government and property owner will initial and date below to document each meeting related to the Consultation.

Homeowner(s) _____
Local Government Official(s) Date

Homeowner(s) _____
Local Government Official(s) Date

Homeowner(s)

Local Government Official(s)

Date



Application Consolidation and Submission Attachments

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(Insert Project Title)

(Insert Grant Program Name) Application

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Application Consolidation and Submission Attachments

HMGP Application Completeness Checklist



HMGP Application Completeness Checklist

This checklist contains an explanation, example and/or reference for information requested in the application. Please use this checklist to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this checklist is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: _ **(Insert Project Title)**

Applicant: _ **(Insert Community Name)**

Application Requirements	Explanation of Information Required	✓
Title/Brief Descriptive Project Summary	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee City Hall Wind Retrofit)	
1. Applicant	Name of organization applying. Must be an eligible applicant.	
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, please attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	
3. County	Indicate county in which the project is located.	
4. State Legislative & Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site. For multiple sites, please list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	
5. Federal Tax I.D. Number	List the FEIN number. May be obtained from your finance/accounting department.	
6. DUNS Number	Include DUNS number in appropriate location on application. If none, please refer to HMGP FAQ's in Application Reference Material for instructions on obtaining a DUNS number.	
7. FIPS Code	List the FIPS Code. May be obtained from your finance/accounting/grants department. If none, please submit FEMA Form 90-49.	
8. NFIP ID Number	List the NFIP number. You must be a participating NFIP member to be eligible for HMGP funding. Please make sure that the number is the same as the panel number on the FIRM provided with the application.	
9. Point of Contact	Please provide all pertinent information for the point of contact. If this information changes once the application is submitted, please contact the HMGP staff immediately.	
10. Application Prepared By	Please provide the preparer information. May be different from the point of	

	contact (line 8) and/or the applicant's agent (line 10).	
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>“An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or county Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the <u>resolution</u> by the governing body authorizing the signature authority for the individual signing must be provided.”</i>	
12. LMS Letter	A letter of endorsement for the project and its priority number from the Local Mitigation Strategy must be included. Refer to Sample LMS Letter . Applications without a letter of endorsement will not be processed.	

Section I - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards the Proposed Project will Mitigate	Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	
2. Identify the Type of Proposed Project	Describe the mitigation project being proposed. (Example: drainage, wind retrofit, etc.)	
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project.	
4. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, the product specifications should include product test results or a signed and sealed letter from a professional engineer assuring the wind standard, missile impact, etc.)	
5. Engineered Projects Only (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project (<i>for engineered projects only</i>).	
6. Life of the project	Determine the useful life of this project. If FEMA's standard values are not used, please attach support documentation as a justification of the value entered. (Example: in a wind retrofit project, the product specifications should include product life.) FEMA's standard values are: infrastructure and major drainage, 50; elevations and minor drainage, 30; wind, 15; acquisition, 100.	

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, please describe the 406 activities.	
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	
3. Scope of Work: What the Project Proposes to Do	Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[b][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[b][5][i])?</i> See Sample Scope of Work Language in HMGP Application Reference Material. Generators should not be included in the scope of work unless said generator only powers the mitigation element or is for a critical facility.	
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Answer Yes/No or unknown with an explanation required if yes. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), please describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with the above referenced HMGP application.	

Section II - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude). The physical address must correspond with the address locations specified on maps submitted with the application.	
2. Title Holder	Provide the titleholder's name.	
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction	

	Control Line.	
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item 4.)	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to http://www.store.msc.fema.gov/ . See instructions on How to make a FIRMette.	
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area, proof of flood insurance will need to be provided. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	

Note: All maps must be linked to the application.

C. City or County Map with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to http://www.Digital-Topo-Maps.com	
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	
4. Site Photograph	At least two sets of photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas, which affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Please label photographs appropriately. In addition, CDs may be submitted.	

Note: All maps must be linked to the application.

Section III - Budget/Costs

Please make sure all calculations are correct. Provide a breakdown of materials, labor and fees paid for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. **Please make sure contingency costs are not included.** It is important to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	Describe the cost of materials.	
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use "in-kind" contribution as part of the 25% match. (Attach support documentation for in-kind match to detail wages and salaries charged for any in-kind contribution. No overtime wages can be used to satisfy "in-kind" match contributions).	
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	
Total Estimated Project Cost	Please make sure all calculations are correct. This figure should be the same as the figure for total funding.	

D. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 44 CFR 13.24 (b)(1).

1. Estimated FEMA Share	The estimated FEMA share is generally 75%. If the FEMA share is not 75%, assure actual amount is entered. It could be 50% or 35%, etc. of the total dollar amount of project depending on county allocation and LMS priority. This figure cannot exceed 75%.	
2. Estimated Local Share	May include all 3 sources, i.e. cash, "in kind" and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	
3. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only.</i>	
4. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which	

	project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	
5. Total Funding	Total must represent (100%) of the total estimated project cost.	

E. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (<i>e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc. See Typical Project Milestones for estimated time-frames</i>) for the critical activities not to exceed a period of 3 years for performance. Milestones should not be grouped together but listed individually. Please allot for the appropriate amount of time.	
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Section IV - Environmental Review & Historic Preservation Compliance

A. No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Detailed Project Description, Scope of Work & Budget/Costs	Complete Sections I & III of the application.	
2. Project Area Maps	Complete Section II, part B & C of the application.	
3. Project Area/Structure Photographs	Complete Section II.	
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	
5. Project Worksheets – Dates of Construction Required on All Projects	Dates of construction are required for all structures. See worksheets.	
6. Documentation Requirements by Project Type	Provide any of the required documentation as listed on page 9 in the Information and Documentation Requirements by Project Type that may have already been obtained.	

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Documentation of Environmental Justice	Determine the proportion of the population, in either the project zip code or city, characterized as having a minority background, and proportion of the population living below poverty level. Go to http://www.census.gov/ . If yes, complete Section IV, part B.	
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C. Information required for Tribal Consultation

1. Documentation for Tribal Consultation	For all projects with any ground disturbing activities, complete Section IV part C.	
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D. Alternative Actions

1. No Action Alternative	Please discuss the impacts on the project area if no action is taken.	
2. Other Feasible Alternative Action	Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[b][5][iii])	
a. Project Description for the Alternative	NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided. Describe how the alternative project will solve the problem and provide protection from the hazard.	
b. Project Location of the Alternative (describe briefly)		
c. Scope of Work for Alternative Project		
d. Impacts of the Alternative Project		

E. Estimated Budget/Costs for Alternative Project

1. Materials	Optional	
2. Labor	Optional	
3. Fee Paid	Optional	
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	

Section V – Other Required Documentation

1. Maintenance Agreement	Please complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	
2. FFATA Form	Please complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience.	
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	
4. Pre-award Cost Form	If pre-award costs are being requested with your project, please be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	
5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are included for your convenience. Please use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	