



Property Address: \_\_\_\_\_

# FLOOD INSURANCE AUTHORIZATION FORM

I, \_\_\_\_\_, hereby authorize *Quality Engineering & Surveying* to request the Flood Declaration Page for current NFIP flood insurance. *Quality Engineering & Surveying* may authorize Flood Insurance Declaration Page during the length of our home elevation grant process and for 5 years after completion of Home Elevation.

Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Insurance Provider: \_\_\_\_\_

Policy #: \_\_\_\_\_

Contact Agent/Number: \_\_\_\_\_

Signature of Homeowner #1

Date

Print Name of Homeowner #1

Signature of Homeowner #2

Date

Print Name of Homeowner #2



## **HOMEOWNER FUNDS COMMITMENT**

This *Funds Commitment Letter* is voluntarily made and entered into by the Homeowner regarding the property located at: \_\_\_\_\_

The Homeowner has applied to the City of St Augustine or its Agent in the State of Florida, and/or Florida Division of Emergency Management (FDEM), and/or the Federal Emergency Management Agency (FEMA) for the following mitigation activity for the Property:

**ELEVATION**

**RECONSTRUCTION**

**(CIRCLE ONE)**

The Homeowner hereby agrees and acknowledges that for the elevation of the property they will be responsible for paying and providing proof of up to 25% in Non-Federal match dollars to the City of St Augustine, or its Agent before additional funds from the city can be used for subsequent payments.

This Agreement does not replace, supersede, or add to any other funding responsibilities imposed by Federal, State, or local laws or regulations in force on the date of project award.

\_\_\_\_\_  
**Signature of Homeowner #1**

**Date**

\_\_\_\_\_  
Print Name of Homeowner #1

\_\_\_\_\_  
**Signature of Homeowner #2**

**Date**

\_\_\_\_\_  
Print Name of Homeowner #2



# **VOLUNTARY PARTICIPATION AGREEMENT**

**I/we the undersigned, as owners of the property described below, am/ are voluntary participant(s) in project to mitigate homes in the floodplain.**

**I/we understand that this Statement of Voluntary Participation does not bind me/us to mitigate my/our property, and that I/ we may withdraw from participation at any time by notifying the City of St Augustine or its Agent.**

**I/we understand that there is no guarantee that funds will be available in the future to complete a mitigation project for my/our property.**

\_\_\_\_\_  
**Signature of Homeowner #1**

**Date**

\_\_\_\_\_  
Print Name of Homeowner #1

\_\_\_\_\_  
**Signature of Homeowner #2**

**Date**

\_\_\_\_\_  
Print Name of Homeowner #2



## **DUPLICATION OF BENEFITS**

The Federal Emergency Management Agency (FEMA) 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. 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-damage 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.



Receipt of or pending receipt of the following benefit amounts must be disclosed.

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 \_\_\_

Amount received: \$ \_\_\_\_\_

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 or mitigated will be deducted from the purchase price of the property being acquired or may be deducted from the budgeted construction costs of the home being elevated. Proof of investment can be supplied through receipts for materials and/or labor, or through on-site verification.

Yes \_\_\_ No \_\_\_

Amount received or plan to receive for structure repairs: \$ \_\_\_\_\_

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 2 the required non-federal share, the federal finding award will be reduced to the difference between the cost of the activity and the ICC payment.

Have you received an ICC payment? \_\_\_\_\_

How much ICC funds have you received? \$ \_\_\_\_\_

Do you plan to receive an ICC payment? \_\_\_\_\_

How much ICC funds do you plan to receive? \$ \_\_\_\_\_



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- 4. **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.

Yes \_\_\_ No \_\_\_

Amount received: \$ \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purpose identified above have been fully disclosed.

\_\_\_\_\_  
**Signature of Homeowner #1** **Date**

\_\_\_\_\_  
Print Name of Homeowner #1

\_\_\_\_\_  
**Signature of Homeowner #2** **Date**

\_\_\_\_\_  
Print Name of Homeowner #2



## **ACKNOWLEDGEMENT OF CONDITIONS**

As a recipient of Federally funded hazard mitigation assistance under the Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Homeowner accepts the following conditions:

1. That the Homeowner 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 Homeowner holds title to the property as required by 42 U.S.C. §4012a.
2. That the Homeowner 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 and City/County Ordinance as long as the Homeowner 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.
3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Homeowner agrees that the City/County will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current Homeowner (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 Homeowner 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 and City/County Ordinance."



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4. Failure to abide by the above conditions may prohibit the Homeowner 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 Homeowner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

\_\_\_\_\_  
**Signature of Homeowner #1**

**Date**

\_\_\_\_\_  
Print Name of Homeowner #1

\_\_\_\_\_  
**Signature of Homeowner #2**

**Date**

\_\_\_\_\_  
Print Name of Homeowner #2

\_\_\_\_\_  
**Signature of Witness**

**Date**

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
**Signature of Notary**

**Date**

\_\_\_\_\_  
Print Name of Notary