



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kyle Breuer
DATE: January 7, 2019
SUBJECT: Memorandum of Agreement for State Acquisition Relocation Funds (SARF).

SUMMARY:

Hurricane Matthew State Acquisition and Relocation Funds (SARF) may be used to provide relocation assistance to homeowners whose primary residence was damaged during Hurricane Matthew and is being acquired in a Hazard Mitigation Grant Program (HMGP) or Disaster Recovery Act (DRA) buyout, including homeowners whose assistance from HMGP or DRA is not enough to provide comparable housing outside of a flood hazard area. This assistance is provided as a grant.

The maximum amount of SARF assistance that a homeowner can receive for a property is \$50,000 with an additional \$5,000 to cover moving costs. Given the different amounts of other assistance provided for acquisition, all homeowners will not need the same amount of assistance with these funds. If the cost of replacement housing exceeds the amount the County pays for the current come, homeowners may be eligible for a SARF payment to cover the difference in price for a similar home. Based on the number of acquisitions approved through the Hurricane Matthew HMGP, twelve (12) homeowners may qualify for SARF funding with the total grant amount of \$665,000.

The SARF assistance will be added to the overall Hurricane Matthew HMGP budget and therefore a Budget Ordinance Amendment is also required along with the Memorandum of Agreement (MOA) presented. Holland Consulting Planners, Inc., the County's consultant managing the acquisition program, will continue to work with each homeowner on executing the buyouts as well as providing assistance with relocation and SARF assistance.

ACTION REQUESTED:

To approve the Memorandum of Agreement and Budget Ordinance Amendment to administer State Acquisition and Relocation Funds for the Hurricane Matthew Hazard Mitigation Grant Program.

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

PENDER COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# DRA5369-049
MOA Amount: \$665,500

County: Pender
Tax ID/EIN#:56-6000949

MOA Period of Performance: October 1, 2018 through December 31, 2022

This Memorandum of Agreement (“MOA” of “Agreement”) is made this ___ day of _____, 2018, by and between PENDER COUNTY (“COUNTY”), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT (“NCEM”).

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina including the County with record breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities;

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the County were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the “storm survivors”);

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on October 10, 2016 as FEMA-4285-DR-NC;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-214) requiring the NCEM to develop, implement and fund disaster assistance programs to meet the emergency sheltering and short-term housing needs of individuals affected by Hurricane Matthew and Tropical Storms Julia and Hermine;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119) and the Disaster Recovery Act of 2018 (S.L. 2018-5, Sec. 5.6), which allow NCEM to provide housing and other support funding to storm victims; and

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(3), and subject to the terms and conditions of this Agreement, NCEM will provide a grant to the County for the purpose of providing individual assistance to eligible storm survivors in the form of state acquisition relocation funds.

NOW THEREFORE, in consideration of the mutual promises contained herein, NCEM and the County agree as follows:

- I. **SCOPE OF SERVICES:** Pursuant to the Disaster Recovery Acts of 2016, 2017, and 2018, funds provided by this Agreement may be used by the County for the following housing-related activity:
 - **State Acquisition Relocation Funds (SARF).** SARF provides a gap payment that may not exceed \$50,000 to help a household relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs through SARF.

For any funds provided from the Disaster Recovery Acts of 2017 or 2018, only low- to moderate-income households are eligible for SARF. For the purposes of this Agreement, a low- to moderate-income household is a household whose family income, based on the number of people in the house, does not exceed \$84,260 per year. Additional program requirements and guidelines will be provided by NCEM.

- II. **LIMITATIONS ON THE USE OF FUNDS:** The following limitations on the use of funds apply:
 - a) Limited Activities: No funds provided under this Agreement may be used for activities that are not listed in Section I above.
 - b) Proposal Submission: Before the County may begin work on any activity for which it will seek funds under this Agreement, the County must submit a proposal for the use of funds, which must be approved by NCEM before the County begins work on the activity. The proposal must show how the County plans to award SARF funds to applicants who are eligible for expenses that are eligible, under SARF program guidelines to be provided by NCEM.
 - c) Eligibility Limitations: No funds provided under this Agreement may be used in a way that will adversely affect a person's or entity's eligibility for funding under the Community Development Block Grant Disaster Recovery Program (CDBG-DR). For the purposes of this Agreement, funding will not adversely affect a homeowner's or entity's eligibility if (1) no CDBG-DR funds have been allocated to the County for the

activity in question, or (2) CDBG-DR funds have been allocated to the County for the activity in question, but the County certifies in its proposal for the use of funds that the homeowner or entity is unlikely to be awarded CDBG-DR funds due to insufficient funds allocated to the County or the homeowner or entity is otherwise ineligible for CDBG-DR.

- d) Federal Funding Priority: No funds provided under this Agreement may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs “will be” covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs “likely will be” covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- e) Floodplain Limitations: No funds provided under this Agreement may be expended for the construction of or movement of a household to any residence within the 100-year or 500-year floodplains, unless the County certifies that no appropriate housing or housing sites are available outside of the floodplain and the replacement housing is approved by NCEM according to program guidelines. If the relocated home is in the floodplain, the homeowner shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions (“Covenant”) that requires the property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this Agreement shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this Agreement. Such homeowners must be notified of this requirement when receiving assistance through this Agreement. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.
- f) Insurance Subrogation: If a person’s home is relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person’s rights to secure insurance coverage for damage to the original home, and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The County shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- g) Acquisition Buyout Deed Restrictions: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict any future property uses to open space, recreational, and wetlands management uses in perpetuity. If the County takes ownership of the land, the deed restrictions still apply.
- h) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina’s CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.

III. COMPENSATION: NCEM will provide the County \$665,500 under this Agreement. The entirety of the Agreement amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this Agreement must be submitted no later than December 31, 2022. The term of the agreement may be extended upon written request of the County to the Agency.

Any funds not expended by December 31, 2022 are subject to the claw-back provisions of Paragraph V below.

IV. REIMBURSEMENT: All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management
Resiliency Section-DRA
4238 Mail Service Center
Raleigh, NC 27699-4238

The County must include an original, signed copy of each cost report.

V. CLAW-BACK: NCEM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the County violate the terms of this Agreement or should it become apparent that the County will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, NCEM will provide the County reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

VI. REGULATION: The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.

VII. TAXES: The County shall be responsible for all taxes.

VIII. WARRANTY: The County will hold NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other

than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

- IX. POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT.

The NCEM contact shall be Director Michael A. Sprayberry or his designee.

The County contact shall be Judith Herring or her/his designee.

- X. PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM, or associated state parties and affected homeowners.
- XII. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XV. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of

Public Safety, North Carolina Emergency Management, or the County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

- XVI. COMPLIANCE:** The County shall be wholly responsible for financing to be made under this AGREEMENT and for the supervision of its employees and assistants. The County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this AGREEMENT.
- XVII. ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.
- XVIII. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Secretary of the Department of Public Safety and the County's manager.
- XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2022.

The Parties may terminate this Contract by mutual written consent with 30 days prior written notice to the Parties, or as otherwise provided by law.

NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever they determine that the County has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- a) Default in Performance. The default by the County or a subsequent recipient in the observance or performance of any of the terms, conditions or covenants of this Agreement.
- b) Misrepresentation. If any representation or warranty made by the County in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- c) Abandonment of the Project. If County abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

NCEM shall promptly notify the County, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, NCEM retains the right to recover any improper expenditures from the County and the County shall return to NCEM any improper expenditures no later than 30 days after the date of termination.

In the event of termination, NCEM may require the return of unspent funds. NCEM may, in its sole discretion, allow the County to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

XX. EXECUTION AND EFFECTIVE DATE: This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the County, to NCEM and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will be effective as of the date of execution. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

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[signatures on following pages]



State Acquisition Relocation Fund (SARF) Program Information

Funds may be used to provide relocation assistance to homeowners whose primary residence was damaged during Hurricane Matthew and is being acquired in a Hazard Mitigation Grant Program (HMGP) or Disaster Recovery Act (DRA) buyout, including homeowners whose assistance from HMGP or DRA is inadequate to provide comparable housing. In order to receive SARF assistance the homeowner must relocate within their home County.

Maximum Allocation: Gap Assistance-\$50,000 per property

The maximum Gap Assistance allocation for a specific property is \$50,000. Given the different amounts of other assistance provided for acquisition, all homeowners will not need the same amount of assistance with these funds. Homeowners should receive information on the availability of comparable replacement dwellings, referrals to potential replacement dwellings, and inspection of replacement dwellings to ensure that they are permanent, decent, safe and sanitary. Requests for exceptions to the maximum allocation for a property may be considered by NC Emergency Management (NCEM) on a case-by-case basis if compelling reasons can be documented and additional funding is available.

Maximum Allocation: Homeowner Relocation Assistance-\$5,000 per property

The maximum Homeowner Relocation Assistance allocation for moving expenses for a specific property is \$5,000. Given the different size and number of rooms in different houses being acquired, all homeowners will not need the same amount of moving expenses assistance with these funds. The actual amount of assistance for each property must be calculated using the HUD "Fixed Residential Moving Cost" schedule found at:

https://www.hudexchange.info/resources/documents/Module4_URA_MovingCost.pdf.

Eligibility Requirements

Property being acquired must be:

- Owner-occupied primary residence at the time of the event (if the structure is inhabitable)
- Located in a regulated Special Flood Hazard Area (SFHA) (i.e., AE or VE zones)
- Approved for acquisition under HMGP DR-4285, DRA 2017 or DRA 2018 program

Replacement property must:

- Meet HUD requirements for comparable decent, safe and sanitary dwellings.
 - For more information about HUD requirements, go to <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-sec5-703>)
 - A comparable replacement home is:
 - Decent, safe, and sanitary.
 - Functionally equivalent to the resident's present home.
 - Available for purchase.
 - Affordable. (i.e. having a monthly payment less than 30% of the participant's income)



State Acquisition Relocation Fund (SARF) Program Information

- Reasonably accessible to the resident’s place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your home being acquired.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.
- Decent, safe, and sanitary housing is housing that meets local housing and occupancy requirements. Additionally, it is housing that:
 - Is structurally sound, weather tight, and in good repair.
 - Contains a safe, adequate electrical wiring system.
 - Has adequate living space for the occupants.
 - Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
 - Has a separate, complete bathroom with hot and cold running water and sewage system.
 - Has heating as required by climatic conditions.
 - Has an unobstructed exit to safe, open space at ground level.
 - Is free of any barriers that would preclude your reasonable use of the unit, if you are a person with a physical disability.
- Be located outside of floodplain areas as shown on the current Flood Insurance Rate Map (FIRM) (i.e., 100- and 500-year floodplain).
 - If not possible, the local government must certify that no appropriate housing or housing sites are available outside of the floodplain. In the case of such certification, the replacement housing may be approved by NCEM if it is located in the SFHA provided that the location is in an area regulated by a unit of local government pursuant to a current floodplain management ordinance and the construction fully complies with current National Flood Insurance Program (NFIP) standards and the adopted Local Flood Damage Prevention Ordinance.
- Qualify as “real property”. Modular units are acceptable if they are permanently affixed to real property. Manufactured homes will not be considered real property for the purpose of this program.
- Relocation must be within originating County. Requirement can be waived with a letter of exception granted by the originating county allowing relocation in a contiguous county only.

Program Requirements

- For homes being acquired, priority will be given to floodway and V-zone properties as shown on the current FIRM.
- Assistance will be delivered by check at closing for the new property as documented on the HUD1 form. If the replacement home is located in a floodplain, the property owner will be required to maintain adequate flood insurance on the property for 5 years. This requirement must be included in the deed of trust recorded with the Registrar of Deeds.



State Acquisition Relocation Fund (SARF) Program Information

- Assistance provided to permanently displaced persons must result in permanent decent, safe and sanitary housing conditions.

Application Requirements

The attached application form must be submitted in order to apply for SARF assistance.

- The applicant must verify that the property has been approved for acquisition in the HMGP DR-4285 or DRA-17 or DRA-18 programs.
- The applicant must include a project description that outlines the following information:
 - the number of families to be relocated
 - estimated funding requirements (# of households x \$60,500)
 - any available relocation resources
 - whether there are suitable comparable houses within the same general geographic area
 - Whether new houses need to be constructed.
- The applicant's implementation strategy for the relocation activity must be described, including:
 - the method of project implementation and management (e.g., whether activities will be carried out through in-house staff, through inter-local agreement, or through contractors)
 - What funds will be needed for service delivery, such as the determination of comparable replacement units, appraisals, legal fees, and advisory services for the relocation activity. These funds may not be spent on service delivery for the HMGP or DRA acquisition activity. In general, service delivery fees should not exceed 10% of the project costs; however, an applicant may request a higher level of service delivery fees if it can provide specific justification for the higher level.
 - The proposed implementation timeline and budget, specifying the number of relocations to be completed in each year and the funds necessary for completing those relocations.
- A location map identifying the areas of buy-out properties and the replacement housing (if known) must be attached. If the relocation funds are expected to be used in a specific area, such as a new subdivision, a project map must be provided.

**Hurricane Matthew Recovery
State Acquisition Relocation Funding (SARF) Assistance
Information for Homeowners**

What is Hurricane Matthew SARF assistance?

Hurricane Matthew State Acquisition and Relocation Funds (SARF) may be used to provide relocation assistance to homeowners whose primary residence was damaged during Hurricane Matthew and is being acquired in a Hazard Mitigation Grant Program (HMGP) or Disaster Recovery Act (DRA) buyout, including homeowners whose assistance from HMGP or DRA is not enough to provide comparable housing outside of a flood hazard area. Homeowners should receive information on the availability of comparable replacement dwellings, referrals to potential replacement dwellings, and inspection of replacement dwellings to ensure that they are permanent, decent, safe and sanitary. The assistance is provided as a grant.

How much Hurricane Matthew SARF assistance could I receive?

The maximum amount of SARF assistance that a homeowner can receive for a property is \$50,000. Given the different amounts of other assistance provided for acquisition, all homeowners will not need the same amount of assistance with these funds. If the cost of replacement housing exceeds the amount the County pays for your present home, you may be eligible for a SARF payment to cover the difference in price for a similar house. The County will inform you in writing of the location and cost of comparable replacement housing (and explain the basis of its determination) so that you will know in advance how much SARF assistance you may receive. That information should help you decide how much you wish to pay for replacement housing. You are free to purchase any decent, safe and sanitary housing unit of your choice. If the sale price is less than the cost of a comparable replacement home, the payment will be limited to the actual difference. If it exceeds the cost of a comparable replacement home, the payment will be based on the cost of a comparable home.

For example: Let's say that the County pays \$150,000 to purchase your home and that a comparable replacement home costs \$160,000.

- If you pay \$159,000 for a replacement home, you would receive a \$9,000 differential payment (the difference between the County's payment for the acquisition of your home and the cost of your replacement home).
- If you pay \$162,000 for the replacement home, you would receive a \$10,000 differential payment (the difference between the County's acquisition payment and the cost of the comparable replacement home).

In addition, you may also receive up to \$5,000 to help you with moving expenses. The actual amount will be based on HUD guidelines for moving expense payment based on the number of rooms in your current home.

What is considered a “comparable replacement home”?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to the resident’s present home. (same number of rooms, same size)
- Available for purchase.
- Affordable.
- Reasonably accessible to the resident’s place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.

**Hurricane Matthew Recovery
State Acquisition Relocation Funding (SARF) Assistance
Information for Homeowners**

- Available to all persons regardless of race, color, religion, sex, or national origin.

What does “decent, safe and sanitary” mean?

Decent, safe, and sanitary housing is housing that meets local housing and occupancy requirements. Additionally, it is housing that:

- Is structurally sound, weather tight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
- Has a separate, complete bathroom with hot and cold running water and sewage system.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Is free of any barriers that would preclude your reasonable use of the unit, if you are a person with a physical disability.

What are the general steps in the process?

1. **Appraisal.** You will be contacted by an appraiser who will appraise or determine the value of your current home. The appraiser will prepare an independent and impartial appraisal based on an inspection of your property. The appraiser must perform an inspection of your property prior to the completion of the appraisal valuation. You will be given the opportunity to accompany the appraiser on this inspection.
2. **Determining Comparable Properties.** Once the appraisal is complete, the County’s Grant Manager will determine which comparables are the best match for your current home that is being acquired. This information will be used to determine the maximum eligible amount of SARF assistance for the homeowner. SARF benefits are based on eligibility and are not a factor in the negotiation process.
3. **Offer to Purchase.** An offer will be provided to you in writing and will represent the full amount of the approved appraisal or evaluation. You will become eligible for SARF assistance on the date you receive the written offer of "just compensation" to purchase your property. You should not move before receiving that purchase offer--if you do, you may not receive SARF assistance.
4. **Closing.** Once you have accepted the written offer to purchase, you will need to determine your replacement housing option of choice and work with the County to set a closing date for your storm-damaged property. The grant manager will work with the State to draw down the funds for closing.

Can I find my own replacement housing?

Yes, you have every right to find your own replacement housing. However, before you buy, ask the County’s grant manager to inspect the unit to make sure that it is decent, safe, and sanitary. If the replacement housing unit is not comparable, decent, safe, and sanitary, you will not be eligible to receive SARF assistance.

What if I change my mind about selling my property?

This acquisition is voluntary and you may withdraw at any time before closing. If you withdraw, no further action will be taken to acquire your property and you will not be eligible to receive any SARF assistance.



State Acquisition Relocation Fund (SARF) APPLICATION SUMMARY

APPLICANT INFORMATION:

Type of Applicant (circle one): Municipality County

Applicant Name:	
Street/PO Box:	
City:	
Zip Code	
County	
Contact Person:	
Telephone No.	
Preparer of Application:	
Preparer Telephone No:	

Project Name	
Total Funds Requested:	\$

Project Area/Location Map Attached

Project Description: *(attach additional pages if necessary)*

Strategy for Implementation: *(attach additional pages if necessary)*



State Acquisition Relocation Fund (SARF) APPLICATION SUMMARY

Properties Proposed for Assistance (include address and cost): *(attach additional pages if necessary)*

Address	Owner-Occupied?	LMI?	Flood Zone	Proposed Cost
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total Service Delivery Costs				\$
Grand Total				\$

Certification

To the best of my knowledge and belief, data in this application are true and correct. All of the proposed properties meet SARF eligibility requirements. The governing body of the applicant has duly authorized the document. The applicant will comply with all program-required certifications if the assistance is approved.

Name of Authorized Official:	
Title:	
Signature:	
Date	

The applicant hereby assures and certifies that:

- a) It will comply with all applicable laws, regulations, rules and Executive Orders.*
- b) It possesses legal authority to apply for the grant, and to execute the proposed program.*
- c) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.*
- d) It will give NCEM and the State Auditor through any authorized representative access to and the right to examine all records, books, papers or documents related to the grant.*
- e) 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.*
- f) It will ensure that all properties on which grant funds are expended meet the requirements of the local floodplain ordinance, and it will require all owners of such properties to maintain flood insurance if located in a mapped floodplain.*
- g) It will ensure that assistance provided to households is secured by appropriate legal means, and it will maintain records sufficient to recapture funds. In the event that provisions are triggered, it will recapture funds and return them to NCEM.*