

Model Statement of Assurances for Property Acquisition Projects

PRIVACY ACT STATEMENT

Authority: Sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5133 and 42 U.S.C. § 5170c; § 1366 of the National Flood Insurance Act, (NFIA) as amended, 42 § U.S.C. 4104c; § 1323 of the NFIA, 42 U.S.C. § 4030; and § 1361A of the NFIA, 42 U.S.C. § 4102a.

Purpose: This template is provided by FEMA for signature by local government officials participating in a property acquisition project funded in part by Hazard Mitigation Assistance (HMA).

Routine Uses: 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-009 - Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs System of Records System of Records Notice (79 Fed. Reg. 16,015, March 24, 2014), 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 FEMA from being able to provide Hazard Mitigation Assistance for the acquisition and demolition of the structure for the purposes of mitigation. The signed voluntary participation statement will be forwarded to the State/applicant and the paper form will be contained in the grant application.

Instructions:

This template is provided by FEMA for signature by local government officials participating in an acquisition project funded in part by Hazard Mitigation Assistance (HMA). The subapplicant must ensure this statement of assurances form is attached to the project application at the time of submission to the applicant.

Beginning of Form:

Name of Subapplicant: *(insert name of subapplicant)*

Name of Applicant: *(insert name applicant)*

The subapplicant hereby assures and certifies that the project will comply with property acquisition requirements pursuant to 44 C.F.R. Part 80 and any other related federal, state, local, or tribal law or policy. As the duly authorized representative of the subapplicant, I certify that the subapplicant:

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 subapplicant will not use its eminent domain authority or any

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similar type of 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 subapplicant considers to be the fair market value of the property. The subapplicant will use the Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space (FF-206-FY-124) 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 subapplicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. Such deed restrictions may exceed state, local, territorial, or tribal government land use standards. 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 U.S. 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 demonstrate that adjoining property owners are duly informed of proposed acquisition including any locally mandated public notification processes;
8. Will demonstrate that proposed acquisition sites are consistent with local land use, environmental, hazard mitigation and similar plans and will not adversely impact adjacent land uses;
9. Will remove existing structures within 90 days of settlement;
10. Post-grant award, will ensure that a property interest is conveyed only with the prior approval of the FEMA Regional Administrator and only to another public entity or to a qualified conservation organization pursuant to 26 C.F.R. § 1.170A-14 and 44 C.F.R. § 80.19(b)(2);
11. Will ensure that, post-award, all property maintenance is the responsibility of the subrecipient and that the costs of maintenance will be borne by the subrecipient;
12. Will submit every three years to the recipient, pursuant to 44 C.F.R. § 80.19(d), who will then submit to the FEMA Regional Administrator, 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 Recipient and FEMA, its representatives, designated authorities, and assignees are responsible for taking measures to bring the property back into compliance; and
13. After settlement, will not seek or accept the provision of disaster assistance for any purpose from any federal entity with respect to the property. FEMA will not

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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 subapplicant, I hereby certify that the subapplicant will comply with the identified assurances and certifications.

SIGNATURE OF SUBAPPLICANT’S AUTHORIZED AGENT:

Signature of Authorized Certifying Official

Date

Title and Organization

Subapplicant Jurisdiction

Last Modified: [date]