

INTERGOVERNMENTAL SERVICE AGREEMENT

INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE STATE OF TEXAS GENERAL LAND OFFICE

I. Parties:

The parties to this Intergovernmental Service Agreement (“Agreement”) are the Department of Homeland Security Federal Emergency Management Agency (“FEMA”) and the State of Texas General Land Office (“State”).

II. Authority:

This Agreement is authorized by:

- A. Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (codified as amended at 6 U.S.C. § 101 *et seq.*)
- B. Sections 306 and 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5149 and 5174) (“Stafford Act”)
- C. Department of Homeland Security Delegation of Authority No. 9001.1, *Delegation to the Administrator of the Federal Emergency Management Agency* (Dec. 10, 2010)
- D. Title 44 of the U.S. Code of Federal Regulations, Chapter I, Part 206.
- E. Texas Disaster Act of 1975 (Tex. Gov’t Code § 418)
- F. Federal Grant and Cooperative Agreement Act, 31 U.S.C. § 6301 *et seq.*

III. Background:

On August 25, 2017, the President declared major disaster DR-4332 for the State pursuant to his authority under the Stafford Act. (82 FR 42691 (Sept. 11, 2017.)) This declaration authorized FEMA to provide financial assistance and direct services, under Section 408 of the Stafford Act, to individuals and households “who, as a direct result of a major disaster, have necessary expenses and serious needs in which the individuals and households are unable to meet such expenses, or needs through other means,” such as insurance. FEMA may provide direct temporary housing when there are a lack of available housing resources. In addition, FEMA may

authorize Permanent Housing Construction (PHC) in the form of direct or financial assistance when there are no alternate housing resources available and temporary housing assistance is not available, is infeasible, or not cost effective.

FEMA determined that due to the significant damage caused by Hurricane Harvey in the State, the exigent need for housing requires the provision of direct housing assistance to eligible survivors under Section 408. FEMA is in need of support to execute the direct housing mission for DR-4332, and the State has expressed a desire and the capability to provide the needed support.

IV. Purpose:

- A. The purpose of this Agreement is to establish an agreement between FEMA and the State for the provision of direct housing assistance, under section 408 of the Stafford Act, to individuals and households who are displaced from their pre-disaster residences, or whose pre-disaster primary residences are rendered uninhabitable as a result of damage caused by Hurricane Harvey, and who are unable to meet the expenses associated with procuring housing by other means.
- B. This Agreement sets forth the responsibilities of FEMA and the State and states the services that the State shall perform satisfactorily in order to receive payment from FEMA.

V. Services and Period of Performance:

- A. The State shall provide assistance to FEMA in the delivery of direct temporary housing, and direct permanent housing construction assistance to Hurricane Harvey survivors residing within the areas declared by DR-4332. **See Attachment 1, Program Implementation and Conditions.**
- B. **Performance Period:** The period of performance shall be for 18 months from the date of the disaster declaration (August 25, 2017). FEMA may, at the State's request, extend the period of performance if FEMA's Assistant Administrator for Recovery determines that due to extraordinary circumstances an extension would be in the public interest.
- C. **Procurement Standards:** The State will generally comply with the procurement standards detailed in 2 CFR 200.317-326 in conjunction with state emergency procurement law.
- D. **Similar Agreements:** To the extent a similar agreement is executed between FEMA and another state for the provision of direct temporary housing and direct permanent housing construction assistance with terms and conditions that are more favorable than those offered to the State of Texas General Land Office, the

more favorable terms and conditions will immediately apply to this Agreement upon approval by the State of Texas General Land Office.

VI. Issuance of Orders

- A. For the purpose of this Agreement, the FEMA Contracting Officer may issue orders on either a firm-fixed-price basis, or a total not-to-exceed basis (time and materials) or a combination of both. Terms and conditions applicable to any order shall be as described in this Agreement.
- B. The intent is to allow the State, and its local partners, to begin work on discrete projects as the specific need and capacity are identified, defined, and established. The State, within the general scope of this Agreement, may propose projects based on program service line item(s), political subdivision(s), or any combination thereof.
- C. FEMA will obtain written technical and cost program proposals from the State. The proposal generally shall include the following, as appropriate to the task:
 - 1. Task to be performed;
 - 2. Scope of task;
 - 3. Time for completion or target date;
 - 4. A detailed cost estimate;
 - 5. Other pertinent information, such as technical/management approach;
 - 6. QA/QR [Quality Assurance/Quality Review] plan;
 - 7. Total firm-fixed-price or ceiling price (for Time and Material); and
 - 8. Any other requirements specific or unique to the project.
- D. FEMA will evaluate the State's proposals, and negotiate and memorialize appropriate cost and quality control mechanisms in a timely manner, as necessary.
- E. Only upon receipt of an executed order, signed by the Contracting Officer, shall the State commence work. All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and the Agreement, the Agreement shall control.
- F. The State shall notify the Contracting Officer within 24 hours if any significant difficulties with regard to performance according to the terms of the order are anticipated or any time significant difficulties in performance arise.
- G. If at any time during the performance of a time and materials order it appears that additional funds will be required to complete performance, the State shall promptly notify the Contracting Officer in writing. Such notification shall include the costs expended, an estimate of costs required to complete the order, and an

explanation of why the originally negotiated estimated costs were not adequate. The Government shall have the right to require the State to continue performance up to the originally estimated cost level and to suspend work thereafter, negotiate a new set of work priorities to be completed within the remaining funds, to modify the order, increasing the estimated cost to the level appropriate for completion of the work, or to modify the order to reduce the total to coincide with actual work accomplished.

VII. Rates and Ceiling:

- A. FEMA agrees to pay the State for documented, reasonable, and allowable, and allocable costs related to assistance provided to applicants, in accordance with the terms of Attachment 1, Federal law, and FEMA regulation and policy.
- B. 2 CFR Part 200. The State, by execution of this Agreement, certifies that the pricing established under this Agreement is in compliance the Cost Principles in 2 CFR Part 200, Subpart E, and includes only allowable costs of performance under this Agreement.
- C. The State shall not exceed the total ceiling price in services for FEMA without written modification by a FEMA Contracting Officer, such written modification to be provided in a timely manner. Any such modification shall be reviewed by FEMA's Assistant Administrator for Recovery prior to approval.

If at any time the State has reason to believe that the payments and material costs that will accrue in performing this Agreement in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 80 percent of the ceiling price in the Schedule, the State shall notify the Contracting Officer giving a revised estimate of the total price to FEMA for performing this contract with supporting reasons and documentation.

- D. FEMA is not obligated to pay the State any amount in excess of the ceiling price, and the State shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the State in writing that FEMA has approved the increase in the ceiling price and specifies in the notice a revised ceiling approved by FEMA.
- E. If at any time during the performance of this contract, the State has reason to believe that the total price to FEMA for performing this contract will be substantially greater or less than the stated ceiling price, the State shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. FEMA generally will not approve a total price that exceeds the stated ceiling price.

FEMA may approve such an excess only if the supporting reasons and documentation provided by the State demonstrate extraordinary circumstances.

- F. If at any time during performance of this contract, FEMA has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the State, given the then revised estimate of the total amount of effort to be required under the contract.

VIII. Program Service Cost Controls

- A. Each program assistance service line item has a per applicant household cap established.
- B. The program service cost-control methods will be applied, as detailed in Attachment 1.
- C. Only the Contracting Officer may approve exceptions to the program service cost caps which exceed the amounts or justifications described in Attachment 1.

IX. Administrative Costs

- A. State administrative costs for the direct housing program will be calculated and managed for purposes of this agreement in an analogous manner to the current PA model delineated in 44 CFR 207.7(b) and (c).
- B. Administrative Costs means any direct and indirect costs, administrative expenses, and any other expenses not directly chargeable to a specific project that are reasonably incurred by the State and municipalities in administering and managing this mission. Indirect costs means costs that are incurred by the State and municipalities for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.
- C. Administrative costs are not intended to cover direct costs of managing specific projects because these costs generally are eligible as part of the cost accounting for each project.
- D. Administrative costs will be actual costs, capped at 6% of the final program costs.
- E. The State must submit an administrative plan and include procedures for sub-recipient administrative costs amount or percentage determination, pass through, closeout, and audit. The State will submit this initial administrative cost funding request/invoice before any administrative fees for the direct housing program can be disbursed.

- F. An initial 25% of the State's total projected administrative cost amount will be disbursed upon the submission and approval of the plan with additional funds obligated and released as program requirements stabilize. The State may submit a funding request for additional administrative costs, upon a showing of need and a revised administration plan. FEMA's Assistant Administrator for Recovery may approve or deny such request at his discretion.
- G. Final administrative costs accounting will be verified upon agreement closeout, and based on actuals, not initial projection amounts. Any surplus is subject to reimbursement to FEMA.

X. Program Funding

- A. FEMA will obligate funds to the State upon approval and issuance of project orders under Section VI. This money will be drawn down upon via the invoicing procedures contained herein.
- B. Approved proper invoices will draw down against obligated projects on a reimbursable basis.
- C. If the State requires additional funding to ensure compliance with the Prompt Payment Act requirements, Tex. Govt. Code 2251, are being met, it shall submit a written request to the Contracting Officer detailing the need and proposed solution.

XI. Invoicing and Payment:

- A. Subject to the availability of funds from the Disaster Relief Fund (DRF), FEMA will provide funding to the State in accordance with this Agreement.
- B. The State shall submit a project management plan package to include performance schedule and cost estimates for work to be performed under each program, as outlined in Attachment 1. The package will be reviewed by FEMA for acceptance. Upon determination of acceptance, a proper invoice for the amount accepted by FEMA will be submitted by the State for payment. The original invoice payment request shall be submitted via email as provided in the attached invoice instructions below. The FEMA Point of Contact for payment issues is Dennis C. Clements.
- C. Each invoice submitted shall contain the following information:
 - 1. The date of invoice submission;
 - 2. Invoice date and number;
 - 3. Agreement number;
 - 4. Detail of the Services provided and work completed;
 - 5. Breakdown of the political subdivisions at which services were provided;

6. Breakdown by service and associated CLIN;
 7. Itemized listing of all other charges;
 8. Supporting documentation;
 9. Name, title, and phone number of person to notify in event of defective invoice;
 10. Taxpayer Identification Number (TIN).
- D. Attachments 3 and 4 are the approved and required Invoice templates for use by the State in submitting for payment.
- E. FEMA shall review the invoice and make payment on a proper invoice within 10 business days of receipt.
- F. For any improper or questioned invoice, FEMA will review and deny or resubmit with 14 business days.
- G. Payment will be made by electronic funds transfer.
- H. The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver

Name: William P. Gardner

Title: Contracting Officer Representative (COR)

Email: william.gardner3@fema.dhs.gov

Phone: 202-738-0875

Name: Carl Kahn

Title: Contracting Officer Representative (COR)

Email: carl.kahn@fema.dhs.gov

Phone: 225-910-5244

XII. Audits:

The State is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507); 31 U.S.C. § 503, 1111; Executive Order 8248; Executive Order 11609; Executive Order 11717; and 2 CFR Part 200, Subpart F (Audit Requirements).

XIII. Liability Provisions:

- A. The parties each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

- B. FEMA liability for any injury, damage, or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the Federal Tort Claims Act, 28 U.S.C. § 2691 *et seq.* The State shall promptly notify FEMA of any claims or lawsuits filed against any FEMA employees of which the State is notified.
- C. State liability, if any, for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents, and representatives shall be governed by the laws of the State of Texas. FEMA shall promptly notify the State of any claims filed against any of State employees of which FEMA is notified. **NOTHING HEREIN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE STATE.**

XIV. Financial Records:

- A. Retention of Records. All Agreement and financial records including, but not limited to, supporting documents, statistical records, and other records, pertinent contracts, or subordinate agreements under this Agreement shall be retained by the State for three (3) years after the expiration of the Agreement for purposes of federal examinations and audit. If any litigation, claim, negotiation, audit, or other action involving the records is initiated before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records. FEMA and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the State, its sub-recipients or its sub-contractors, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection. FEMA will hold the State accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the federal government. FEMA shall apply interest, penalties, and administrative costs to a delinquent debt owed to the federal government by the State pursuant to the Debt Collection Improvement Act of 1982, as amended.

XV. Labor Standard and Wage Determination:

The Service Contract Act, 41 U.S.C. § 351 *et seq.*, Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated into this Agreement by reference.

These standards and provisions are included in every contract over \$2,500, or in an indefinite amount, that is entered into by the United States, the principal purpose of which is to furnish services through the use of service employees.

XVI. Disputes:

- A. The FEMA Contracting Officer and the authorized signatory of the State will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the FEMA Contracting Officer and authorized signatory of the State. In the event a dispute is not able to be resolved between the State and the Contracting Officer, the Contracting Officer will make a decision, which may be appealed by the State to the FEMA Head of the Contracting Activity (HCA).
- B. The FEMA HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques.
- C. The State shall proceed diligently with performance of this Agreement pending final resolution of any dispute.
- D. The HCA's decision shall be final unless the State appeals or files a suit as provided in 41 U.S.C chapter 71.
- E. If the Federal Coordinating Officer or other senior FEMA official determines the services provided do not meet the operational requirement, FEMA has the right to request replacement services from the State, or to terminate this Agreement in whole or in part. Replacement services requested, due to fault or negligence of performance, in excess of the associated cap or cost-control method will be ineligible for reimbursement.
- F. If this Agreement is terminated, within 4 months of the notice of termination, the State must submit a final invoice for services provided and administrative costs incurred up until the date of termination. The Federal Government shall not be liable to the State for damages incurred for early termination.

XVII. Inspection:

Work described in the Agreement is subject to inspection by FEMA and other applicable Government agencies. The State shall participate in responding to all requests for information and inspection or review findings by regulatory agencies. The State shall allow FEMA, or an entity or organization approved by FEMA, to conduct inspections of the housing units, as required, to ensure an acceptable level of services and acceptable conditions of housing as determined by FEMA. No notice to the State is required prior to an inspection. FEMA will share findings of the inspection with the State's.

XVIII. Confidentiality and Nondisclosure:

- A. The State shall keep all assignment-related information strictly confidential.
- B. Within 15 days of the date of this Agreement, and before any Sensitive Personally Identifiable Information (SPII) will be provided by FEMA, the State shall develop a process for receiving and securing SPII provided to the State by FEMA for the purpose of providing Direct Assistance on FEMA's behalf and providing case updates to FEMA. This process shall comply with Homeland Security Acquisition Regulations (HSAR) Class Deviation 15-01, and HSAR 3052.204-71.
- C. The State shall ensure compliance with The Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, for the collection, maintenance, use and dissemination of information under this Agreement.
 - 1. The State shall only collect information that is necessary to carry out this Agreement.
 - 2. The State shall maintain the information in a secure fashion that meets Federal administrative, technical, and physical safeguards.
 - 3. The State shall use information under this Agreement only for the purpose for which it was collected, including but not limited to, aiding in the execution of, and ensuring the prevention of duplication of benefits from, the State's Community Development Block Grant Disaster Recovery (CDBG-DR) program.
 - 4. The State shall only permit the sharing of information with State officials and Local officials that have the need to know. No other sharing or dissemination of information is permitted without the express permission from FEMA.
- D. The State is performing its responsibilities under this Agreement in support of FEMA, and any data or materials generated by the State in fulfillment of this Agreement remain the property of FEMA. Any release of information pursuant to Tex. Gov't Code § 552.021 related to this Agreement, including any data or materials generated by the State in fulfillment of this Agreement, shall be coordinated with FEMA, and together, the State and FEMA shall determine if any information is exempt from release pursuant to Tex. Gov't Code § 552.101 and/or the Federal Freedom of Information Act or Privacy Act.
- E. Press releases, marketing material, and any other printed or electronic documentation related to this project shall not be publicized without coordination with FEMA. Any material containing the FEMA or DHS names or logos must be approved by FEMA before publication.

XIX. Security Requirements:

The State shall submit to the FEMA Contracting Officer a roster of names of all employees and/or contractors who will be engaged in services set forth in Paragraph V. The roster shall contain the following information about each individual:

- A. Name (last, first, and middle initial), including aliases
- B. Status (type of employment)
- C. Home address
- D. Phone number
- E. Date of birth
- F. Citizenship

XX. Contractor Officer's Representative:

- A. The FEMA Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the Agreement such as review or inspection and acceptance of services. The Contracting Officer will provide a written notice of such designation to the State.
- B. The FEMA Contracting Officer cannot authorize the COR or any other representative to sign documents, such as Agreement modifications, that require the signature of the FEMA Contracting Officer.

XXI. Stop Work Order:

- A. The FEMA Contracting Officer may, at any time, by written order to the State, require the State to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the State, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order. Upon receipt of the order, the State shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- B. Within a period of 90 days after a stop-work order is delivered to the State, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - 1. Cancel the stop-work order; or
 - 2. Terminate the Agreement.

XXII. Termination:

- A. The terms of this Agreement, as modified with the mutual written consent of the parties, will remain in effect until February 25, 2019.

- B. The parties may extend this Agreement by mutual written agreement.
- C. Any party, upon a 3 day written notice to the other party, may terminate this Agreement.

XXIII. Effective Date:

This Agreement takes effect on the date when both parties have signed the Agreement.

XXIV. Modification:

- A. The FEMA Contracting Officer is the only Government official authorized to make modifications to this Agreement. All modifications will be made in writing.
- B. The FEMA Contracting Officer may at any time, by written order, and without notice to the State, make changes within the general scope of this Agreement in any one or more of the following:
 - 1. Reduction in the quantity of services to be provided; and
 - 2. Place of performance of the services.
- C. The parties may modify all other terms of this Agreement upon the mutual written consent of each party.

XXV. Other Provisions:

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the federal government, FEMA, DHS, or the State. 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.
- B. The State, in its completion of its responsibilities under this Agreement, shall abide by all statutes, Executive Orders, regulations, and policies governing the provision of FEMA's direct housing assistance program in the same manner and to the same extent as would be required of FEMA in its own implementation of the program. The State has no authority to waive FEMA policy.
- C. Nothing in this Agreement is intended to create any right or benefit, substantive or procedural, enforceable by law or equity, by the parties or by persons who are not a party to this Agreement against the parties, their officers or employees, or any other person.
- D. Prohibition on Performance of Inherently Governmental Functions: State personnel shall not perform inherently governmental functions. The term

“inherently governmental function” means a function that is so intimately related to the public interest as to require performance by Federal Government employees. See FAIR Act of 1998, Public Law 105-270, 31 U.S.C. § 501 note.

- E. FEMA shall provide the GLO with adequate technical assistance to GLO and Subrecipients of the GLO to facilitate effective operations of this agreement.

XXVI. Attachments

- A. The following attachments are incorporated into this agreement.
 - 1. Program Implementation and Conditions
 - 2. Detailed Eligible Permanent Housing Construction-Repairs
 - 3. SF1034-87c
 - 4. SF1035-73

XXVII. Points of Contact:

- A. The FEMA points of contact for this Agreement are as follows:
 - 1. Dennis C. Clements, dennis.clements@fema.dhs.gov
 - 2. Primary: William P. Gardner, william.gardner3@fema.dhs.gov
 - 3. Alternate: Carl Kahn, carl.kahn@fema.dhs.gov


- B. The State of Texas points of contact for this Agreement are as follows:
 - 1. Pete Phillips, pete.phillips@glo.texas.gov
 - 2. Heather Lagrone, heather.lagrone@glo.texas.gov

XXVIII. Approved By:

- 1. Dennis C. Clements 9/22/2017
- 2. Anne L. Idsal 9/22/2017

SIGNATURE PAGE FOR INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE STATE OF TEXAS GENERAL LAND OFFICE

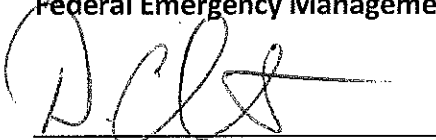
Texas General Land Office



Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Date of Execution: 9/22/17

**Department of Homeland Security
Federal Emergency Management Agency**



Dennis C. Clements
Contracting Officer

Date of Execution: 9/22/17

Attachment 1: Program Implementation and Conditions

This document outlines conditions related to executing an Inter-Governmental Service Agreement (IGSA) with the State of Texas:

- General Program Administration Conditions
- Duplication of Benefits
- Compliance with Environmental and Historic Preservation Laws and Executive Orders
- Direct Temporary Housing Terms and Conditions
 - General Eligibility Conditions
 - Continued Assistance Conditions
 - Termination of Assistance Conditions
 - Direct Lease Conditions
 - Multi-Family Lease and Repair (MLR) Conditions
 - Recreation Vehicle (RV) Conditions
 - Manufactured Housing Unit (MHU) Conditions
 - RV and MHU Site Conditions
- PHC Terms and Conditions
 - Eligibility Conditions
 - PHC Repair Conditions

Definitions

1. Direct Temporary Housing Assistance: A Temporary Housing Unit (THU) provided directly to eligible applicants in the form of MLR, Direct Lease, or a MHU or RV placed temporarily on a private, commercial, or group site.
2. Eligible Applicants: Individuals or households determined by FEMA to be eligible for Direct Housing Assistance under Section 408 of the Stafford Act.
3. Multi-family Housing: A building that contains three or more dwelling units, with each unit providing complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation.
4. Recreation Vehicle: A travel trailer or fifth wheel.
5. Personally Identifiable Information (PII): Information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Examples include: name, personal address, and personal telephone number.

General Program Administration Conditions

1. Once the Inter-Governmental Service Agreement (IGSA) is executed, the State shall develop and present a project management plan to FEMA. FEMA and the State must

jointly approve prior to the execution of the plan. The plan shall be completed within 10 business days after the execution of this IGSA. FEMA, at its discretion, may extend this time period. The project management plan shall include:

- a. Description of processes the State shall develop and implement for managing work to provide the forms of Direct Housing Assistance FEMA has authorized and for ensuring work performed by local governments or sub-contractors is consistent with FEMA's conditions, and applicable regulations and statutes, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, as amended, §§42 U.S.C. 5121-5207, Title 44 of the Code of Federal Regulations, and the Individuals and Household Program Unified Guidance (IHPUG), FP 104-009-3, dated September 30, 2016.
 - b. Description of roles and responsibilities among State and local jurisdictions, including State processes that will be implemented to prevent the award of duplicative benefits as discussed under the heading "Duplication of Benefits" and policies to avoid conflict with local land use decisions (e.g., strategic buy-outs of properties).
 - c. Specific timeframes, milestones, and performance goals established by the State for providing each type of authorized Direct Housing Assistance. FEMA will provide additional guidance and reporting templates to facilitate this process.
 - d. Communication plan describing the processes the State will develop for responding to applicants' inquiries and concerns regarding assistance provided to them by the State and an implementation plan for those processes under the terms and conditions of this agreement.
 - e. Description of the processes the State shall develop for receiving and securing Personally Identifiable Information (PII), as defined by Department of Homeland Security Guidance, provided to the State for the purpose of providing Direct Housing Assistance on FEMA's behalf and providing weekly case updates to FEMA.
 - f. Quality assurance plan by which the State shall monitor the quality of work, which will also be used to facilitate FEMA's oversight of the State's performance under the IGSA.
2. The State will ensure all Direct Housing Assistance options determined by FEMA are available to eligible applicants in all counties authorized for Direct Housing Assistance, unless specifically prohibited by local laws and ordinances.
 3. In implementing this IGSA, the State shall abide by all applicable statutes, regulations, Executive Orders, and policies governing the provision of FEMA's direct housing assistance program, including but not limited to:
 - a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §§ 5121 – 5207;

- b. 44 C.F.R. §§ 206.110 – 206.118, Federal Assistance to Individuals and Households;
 - c. Individuals and Household Program Unified Guidance (IHPUG), FP 104-009-3, Federal Emergency Management Agency, September 30, 2016;
 - d. 44 CFR part 9, Floodplain Management and Protection of Wetlands;
 - e. Executive Order 11990, Protection of Wetlands, 42 FR 26961 (1977);
 - f. Executive Order 11988, Floodplain Management, 42 FR 26951 (1977);
 - g. DHS Directive 023-01, Rev. 01 and Instruction Manual 023-01-001-01, Rev.01, 81 FR 56682 (2016), implementing the National Environmental Policy Act (NEPA), with component supplemental instructions in FEMA Directive 108-1 and FEMA Instruction 108-1-1 (2016);
 - h. 24 C.F.R. Part 3280, Manufactured Home Procedural and Enforcement Regulations; and
 - i. The Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a.
4. FEMA is responsible for compliance with a number of environmental and historic preservation laws. These responsibilities cannot be delegated to the State. FEMA will work with the State to gather the necessary information to ensure compliance.
5. FEMA will provide all necessary forms to the State and detail when each form is required for use within 15 days of the execution of the IGSA.
6. FEMA is responsible for making all applicant eligibility determinations for Direct Temporary Housing and Permanent Housing Construction under section 408 of the Stafford Act and notifying the applicant of their approval for Direct Temporary Housing Assistance or PHC. Based upon the casework being performed by the State, any requested changes to the eligibility determined by FEMA must be reviewed and approved by FEMA. FEMA will retain determinations in the National Emergency Management Information System (NEMIS) and provide eligibility determinations to the State. The State or local jurisdiction will be responsible for working with the applicant to implement or update the Direct Housing option, with approval from FEMA.
7. FEMA will provide the State with a daily list of applicants approved for Direct Temporary Housing or PHC in a password protected Microsoft Excel format which will be transmitted to FEMA via AMRDEC Aviation and Missile RDEC Unclassified LAN Infrastructure (AMRULI) utilizing its Safe Access File Exchange (SAFE) system or, if not available, via email. Password must be transmitted out-of-band via separate email message. Each list will contain the following information:
 - a. Applicant's Registration Identification (Reg ID) number;
 - b. Primary and Co-applicant's First and Last Name;

- c. Primary and Co-applicant's current mailing address and telephone number, and any reasonable accommodation to ensure effective communication;
 - d. Primary and Co-applicant's pre-disaster residence address;
 - e. The number of bedrooms required;
 - f. Initial approved type of Direct Housing Assistance
 - g. Determination on whether individuals eligible for Direct Housing Assistance are located in Special Flood Hazard Area (SFHA);
 - h. Specific information on members of the household with a disability or other access and functional need, including any modification or reasonable accommodations required.
8. FEMA will initially provide the State with the recommended direct housing solution for each applicant. The State, upon working with the applicant, will consider the below criteria and inform FEMA if the recommended Direct Housing solution has changed. After reviewing the State's proposal, FEMA will provide final approval of updated Direct Housing determinations for applicants. The criteria are:
- a. Timeliness, availability, and cost;
 - b. Suitability for the applicant's household, including members of the household with disabilities or other access and functional needs;
 - c. Location of available option, and
 - d. Environmental and Historic Preservation compliance requirements, including consideration of options available outside the SFHA.
9. The State shall provide weekly reports to FEMA identifying for each applicant referred to the State by FEMA:
- a. The housing option recommended for each applicant;
 - b. Justification for any change to FEMA's initial determination using the criteria identified above;
 - c. The date the applicant begins occupying temporary housing provided by the State or repairs are complete;
 - d. Any accessibility modification or other reasonable accommodations provided for applicants with disability or other access and functional need; and
 - e. The continued Direct Temporary Housing Assistance eligibility recommendation for applicants placed in Direct Temporary Housing Assistance.
 - f. Reports shall be organized by county and provided using templates agreed upon by FEMA and the State.
10. The State shall develop a strategy for regular maintenance and repair for all forms of Direct Temporary Housing Assistance.

11. Direct Temporary Housing Assistance is limited to 18 months following the date of the disaster declaration. The period of assistance for this disaster began on August 25, 2017, and will end on February 25, 2019. At the State's request, FEMA may extend the period of assistance if FEMA's Assistant Administrator for Recovery determines that due to extraordinary circumstances an extension would be in the public interest.
12. The State shall work with applicants to establish a permanent housing plan to transition them from Direct Temporary Housing Assistance in anticipation of the program's termination.
13. FEMA will monitor the State based on the following established performance standards.
 - a. The State will make initial contact with an applicant within 10 business days of the referral from FEMA.
 - b. The State will inform FEMA within 30 business days of contact with the applicant of any required changes to FEMA's initial eligibility determination or housing solution.
 - c. FEMA will approve any recommended changes to the eligibility determination or housing solution as soon as possible, and no later than 5 days after receiving the change request from the State.
 - d. The State will ensure any applicant placed into Direct Lease will be provided temporary housing within 30 business days of FEMA approval of the final housing solution for each applicant.
 - e. The State will identify, assess, make final selection, and begin the process to contract with eligible MLR properties within 60 days of execution of IGSA, unless extended by FEMA.
 - f. The State will ensure any applicant placed into an MLR unit will be provided temporary housing within 120 days of FEMA approval of the final housing solution for each applicant.
 - g. On commercial park locations or private sites, upon approval of the EHP review by FEMA, the State within 15 days of receipt will place and make ready for occupancy the RV or MHU. The State will then have 5 days to license the applicant into the unit.
 - h. The State will ensure any applicant provided with Permanent Housing Construction in the form of repairs will have all repairs complete within 90 days from start of repair work for each applicant.
 - i. The State will begin to conduct continued assistance verifications within 30 days of providing the applicant with temporary housing for submission to FEMA.
 - j. The State will begin to coordinate with FEMA on the end of program or potential need for an extension of the program within 90 days of February 25, 2019.

Duplication of Benefits

1. A duplication of benefit (DOB) may occur when an insured direct temporary housing occupant receives Additional Living Expense (ALE) or Loss of Use (LOU) insurance benefits that cover the cost of renting alternative housing. When FEMA identifies a DOB with ALE or LOU while making an eligibility determination, FEMA will initiate steps to collect the ALE or LOU benefits for housing costs. FEMA will base the amount of the monthly payment on the ALE or LOU amount not to exceed the Fair Market Rent (FMR) rate established by the U.S. Department of Housing and Urban Development (HUD) for the size (number of bedrooms) and location of the housing unit. FEMA will only collect payments until the total amount of the ALE or LOU insurance has been exhausted or the occupant vacates the direct THU, whichever is first. The State will inform FEMA when an applicant with ALE is placed in and vacates a direct temporary housing assistance option.
2. PHC represents a DOB with financial housing assistance: Applicants determined eligible for PHC who choose to receive PHC must provide documentation of the use of any previously provided FEMA financial housing assistance for Repair, and return all unused, previously provided financial housing assistance for Repair or Replacement to FEMA.
3. Right of Recoupment: The State agrees that FEMA may seek reimbursement for any identified DOB, including through the reduction of future disaster relief awards to applicants, the State, or other parties to this agreement.

Compliance with Environmental and Historic Preservation Laws and Executive Orders

1. FEMA will provide the State a matrix of Environmental and Historic Preservation Compliance requirements, including the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and Executive Order 11988 Floodplain Management (44 CFR Part 9) to help inform the choice of best housing option for the applicant's location.
2. FEMA is responsible for compliance with a number of environmental and historic preservation laws. These responsibilities cannot be delegated to the State. FEMA will work with the State to gather the necessary information to ensure compliance.

Direct Temporary Housing Terms and Conditions

Eligibility Conditions

1. All eligibility determinations by FEMA for Direct Temporary Housing Assistance and continued Direct Temporary Housing Assistance will be made by FEMA in accordance with the Stafford Act, and implementing regulations, and IHPUG.

Continued Direct Temporary Housing Assistance Conditions

1. The State will monitor the progress that Direct Temporary Housing occupants are making towards obtaining and occupying permanent housing within the 18 month period of assistance, based on the conditions outlined by FEMA's regulations at 44 C.F.R § 206.117(b)(1)(ii)(G).
2. The State will provide FEMA with a recommendation for continued Direct Temporary Housing Assistance to individuals and households based on these conditions until February 25, 2019.
3. FEMA will make the final determination on an applicant's eligibility for continued Direct Temporary Housing Assistance based on the State's recommendation.

Termination of Direct Temporary Housing Assistance Conditions

1. The State may recommend to FEMA to terminate an occupant's Direct Temporary Housing Assistance for any reason not prohibited by the Stafford Act, FEMA's regulations at 44 C.F.R § 206.117(b)(1)(ii)(G), or IHPUG.
2. FEMA must approve all terminations and appeal decisions in a timely manner before the applicant is notified.
3. The State shall utilize FEMA templates to notify the applicant of the termination and provide FEMA with copies of all termination notices, appeals, and appeal decisions within seven days of the date issued to ensure FEMA is able to record these documents in NEMIS.

Direct Lease Conditions

1. The State may lease to Eligible Applicants, existing residential property, not typically available to the general public, for use as temporary housing for eligible individuals and households.
2. The State may lease properties that comply with Housing Quality Standards (HQS) established by the U.S. Department of Housing and Urban Development (HUD), to provide complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation. All utilities, appliances, and other furnishings must be functional.
3. The State shall evaluate properties according to the following factors:
 - a. Cost to the federal government: The State shall lease properties with per-unit rent at or below the Fair Market Rent (FMR) established by HUD. If the State is unable to obtain sufficient rental resources, the State shall conduct an analysis of

- prevailing market rates and may increase leases to properties with per-unit rent of up to 125% of FMR. Properties with per-unit rent above 125% of the Fair Market Rate established by HUD must be approved by FEMA;
 - b. Landlord's demonstrated ability to manage and provide maintenance services;
 - c. Proximity to community and wrap-around services, such as accessible public transportation, schools, fire and emergency services, grocery stores, health care services, etc.;
 - d. When selecting available properties, the State may prioritize properties that are already accessible, include accessibility features, or can be easily made accessible; and are in proximity to accessible public transportation.
4. The estimated monthly cost per unit is up to \$1,300 unless approved by FEMA.
 - a. The State can also provide one month's cost for a security deposit for each unit.
 5. Within 7 business days of completion, the State must provide FEMA the following documentation:
 - a. A copy of the inspection record confirming the property complies with HQS;
 - b. A copy of the lease contract specifying the monthly rent rates.
 - c. A copy of the lease agreement signed between the applicant and the property and the applicant and the State, for each applicant.

Multi-Family Lease and Repair (MLR) Conditions

1. The State may enter into lease agreements with owners of multi-family rental properties located in Individual Assistance designated counties to house Eligible Applicants and make repairs or improvements to existing multi-family housing units in order to provide temporary housing to Eligible Applicants.
2. Per the Stafford Act, under the terms of any lease agreement for property entered into under MLR, the value of the improvements or repairs shall be deducted from the value of the lease agreement and may not exceed the value of the lease. To determine the cost-effectiveness of the potential MLR property, the State will deduct the estimated cost of repairs and improvements from the value of the lease as follows:
 - a. The State will determine the estimated cost of repairs or improvements by performing an independent cost estimate for the necessary repairs and improvements, or receive an estimated cost for repairs and improvements from the building contractor.
 - b. The State will determine the value of the lease agreement by multiplying the monthly FMR by the number of units, and then multiplying the number of months remaining between the date the repairs are completed and the end of the 18 month period of assistance, which is February 25, 2019.
 - c. The estimated total cost per unit is up to \$21,000 unless approved by FEMA.

- i. This includes a minimal monthly maintenance cost per unit for the operation of the property.
 - ii. The State can also provide one month's cost for a security deposit for each unit.
 - iii. FEMA may approve an increase to the cap up to 25% for access and functional needs-related costs.
3. Properties located within a floodway, coastal high-hazard area, or Coastal Barrier Resource Unit are not eligible for this program.
4. Prior to leasing a property, the State shall provide for each property an initial inspection report to include:
 - a. Location, physical address and latitude and longitude;
 - b. Date of construction, and
 - c. An exterior photo.
5. The State shall provide the following documentation to FEMA within 7 days of leasing a property for temporary housing:
 - a. Completed property inspection report;
 - b. Itemized repair cost estimate;
 - c. The state or local government's valuation of the lease, including methodology used;
 - d. Copy of the tenant lease and application requirements; and
 - e. A copy of the executed lease agreement and repair contracts, specifying the expenditures for repairs, rent, property management, and maintenance.
6. Within 14 days of completion, the State must provide FEMA the following documentation:
 - a. Paid invoices documenting the expenses incurred for repairs and improvements;
 - b. A copy of the occupancy certificate issued by the local government; and
 - c. A copy of the lease agreement signed between the applicant and the property and the applicant and the State, for each applicant.
7. All repairs shall be made in a manner consistent with current local building codes, standards, permitting, inspection requirements, and all applicable environmental planning and historic preservation (EHP) laws and regulations. Items will be repaired when feasible, but may be replaced when cost-effective to the government or when necessary to ensure the health and safety of the occupant. The State will be responsible for obtaining local permits, but can delegate this responsibility.

RV Conditions (currently only approved for DR-4332-TX)

1. The State may provide and place RVs certified to comply with the Recreation Vehicle Industry Association (RVIA) standards established on July 1, 2012.
2. The State will notify disaster survivors with access and functional needs who request a RV that a reasonable modification may be available upon request. If survivors are unable to occupy an RV due to access and functional needs:
 - a. The State, with approval from FEMA, may make other forms of direct temporary housing assistance available, which meets the survivor's access and functional needs, including Uniform Federal Accessibility Standards (UFAS)-compliant MHUs if needed.
 - b. Should the State require UFAS-compliant MHUs, FEMA will provide them on behalf of the State.
3. Any RVs the State procures must meet current California Air Resource Board (CARB) standards or are certified compliant with the Toxic Substances Control Act (TSCA) Title VI requirements for formaldehyde emissions from composite wood products found in RVs.¹
4. The estimated cost per unit is up to \$55,000 unless approved by FEMA. This cost includes procurement, hauling and installing the unit, and any maintenance and deactivation costs.
5. The State shall provide, on a weekly basis, the following documentation for RVs procured for use as temporary housing:
 - a. A copy of Purchase Order and Bill of Sale.
6. The State shall be responsible for disposing of RVs provided under this IGSA in accordance with Section 408(d)(2) of the Stafford Act. The State must provide documentation of the method of disposal for all units. The State shall return the proceeds from any sale of the units to FEMA.

MHU Conditions

1. The State may procure, haul, and install MHUs as a form of Direct Temporary Housing Assistance.

¹ On December 12, 2016, the EPA issued a final rule mirroring the CARB standards as required by the Formaldehyde Standards for Composite Wood Products Act, Pub. L. 111-199 (2010), 15 U.S.C. § 2601 *note*. The rule will take effect in December 2017; however regulated entities may voluntarily label compliant products as soon as compliance can be achieved. See 40 CFR Part 770.

2. The number of bedrooms in the MHU must accommodate the applicant's household composition, as recorded during the FEMA inspection.
3. Units must comply with 24 C.F.R. Part 3280 Manufactured Home Construction and Safety Standards ("HUD code").
4. The estimated cost per unit is up to \$92,000 unless approved by FEMA.
 - a. This cost includes procurement, hauling and installing the unit, and any maintenance and deactivation costs.
 - b. FEMA may approve an increase to the cap up to 25% for access and functional needs-related costs.
5. Any UFAS MHU provided for an Eligible Applicant with a disability or other access and functional needs will be provided by FEMA, and must be installed with a functioning Tank and Pump System prior to occupancy.
6. Any FEMA-sourced MHU provided for an eligible applicant must be installed with a functioning Tank and Pump System prior to occupancy except where to do so would cause a delay in allowing the applicant to take occupancy, in which case the Tank and Pump System shall be installed at the earliest possible date after occupancy. This requirement for the installation of a Tank and Pump System does not apply to any state-sourced MHU provided to an Eligible Applicant.
7. The State shall provide FEMA, on a weekly basis, the following documentation for MHUs procured for use as temporary housing:
 - a. A copy of Purchase Order and Bill of Sale.
8. The State shall be responsible for disposing of MHUs provided under this IGSA in accordance with Section 408(d)(2) of the Stafford Act. The State must provide documentation of the method of disposal for all units. The State shall return the proceeds from any sale of the units to FEMA.

RV and MHU Site Conditions

1. The State may provide RVs and MHUs to eligible applicants and place them on private and commercial sites.
 - a. The estimated monthly cost per pad lease is up to \$600 unless approved by FEMA.
2. Placement of RVs and MHUs as post-disaster temporary housing in a SFHA/1-percent annual chance year floodplain must comply with 44 C.F.R. Part 9 and FEMA Directive/Instruction 108-1, Environmental Planning and Historic Preservation

Responsibilities and Program Requirements, and the abbreviated decision-making process under 44 C.F.R. §9.13 when considering the placement of RVs and MHUs on private and commercial sites in a floodplain.

- a. Pursuant to 44 CFR §9.13 (d)(2), no MHUs or other readily-fabricated dwellings can be placed within a floodway, coastal high-hazard area, even under the abbreviated decision-making process. No MHUs or other readily-fabricated dwellings can be placed within a Coastal Barrier Resource Unit.
 - b. In accordance with 44 C.F.R. §9.13(d)(4)(i), MHUs placed on a private or commercial site in a SFHA must be elevated to the fullest extent practicable up to the Base Flood Elevation (BFE) and adequately anchored.
 - i. The State shall evaluate RV and MHU placement sites individually, and make a determination regarding a site's suitability for RV or MHU placement based on the best available flood hazard information for that site.
 - c. RVs will not be placed in the regulatory Floodway or Coastal High Hazard Areas.
 - d. RVs will only be placed in the SFHA if no other housing options are available. In order to reduce the risk of loss of life of the occupants, RVs may be placed in the SFHA only where base flood depths are sufficiently shallow to allow for timely and safe evacuation from the RV on foot. RVs placed in the SFHA will be adequately anchored.
 - e. Prior to placement, the State shall provide for each RV and MHU a completed Request for Site Inspection Report (FEMA form 010-0-9), to include, latitude and longitude of the proposed location.
 - f. Placement of MHUs or other readily fabricated dwellings must be in accordance and compliance with Texas Manufactured Housing Division regulations.
 - g. Repairs to commercial sites shall be limited to reasonable and cost-effective repairs or improvements necessary to make the site functional (such as an electrical service upgrade), including those necessary to meet reasonable accommodations for people with disabilities.
 - i. The estimated cost per pad improvement is up to \$7,500 unless approved by FEMA.
3. Prior to building a MHU Group Site, the State must request and receive approval from FEMA's Assistant Administrator for Recovery.
- a. The development of a MHU Group Site(s) is authorized only when the placement of MHUs on private sites are not feasible or if the use of existing commercial sites are not feasible for the eligible applicant.
 - b. The State will prioritize sites provided by the State and local government at no cost before leasing a site from a private party.
 - c. When considering the placement of MHU at potential group sites, the State must coordinate with the Environmental Planning and Historic Preservation Program.

- d. FEMA, including Environmental Planning and Historic Preservation, approval must be obtained prior to any site lease and site construction activity.
- e. The estimated cost per pad is up to \$50,000 unless approved by FEMA.

Permanent Housing Construction Repairs: Terms and Conditions

Eligibility Conditions

1. Applicants may be eligible for PHC assistance after a FEMA determination that all other forms of temporary housing are not available, feasible, or cost effective.
2. PHC assistance shall only include repairs (PHC-Repairs) not PHC-Replacement. Reference "Attachment 2: Detailed Eligible Permanent Housing Construction-Repairs," for eligible repair items.
3. At the State's recommendation, FEMA may approve PHC Repair for eligible applicants whose homes are feasible to repair when:
 - a. The repairs are estimated to be completed within 90 days or less from the start of the repair work;
 - b. The damages are less than fifty percent of the market value prior to the disaster; and
 - c. The estimated labor and materials costs are up to \$60,000 unless approved by FEMA. FEMA generally will not approve a total price that exceeds this amount.
 - i. FEMA may approve an increase to the cap up to 25% for access and functional needs-related costs.
4. PHC-Repair is not eligible when the State identifies:
 - a. The home requires repairs to structural elements (e.g. foundation, frame) or other items requiring architectural or engineering services;
 - b. The home requiring repairs with estimated costs that exceed fifty percent of the market value of the structure before the damage occurred; or
 - c. The home is determined to be "repetitive loss or severe repetitive loss", as identified by the National Flood Insurance Program, and the cost to be brought into compliance with the local floodplain exceeds the maximum allowable costs for PHC-Repair.
5. Any home located within a SFHA shall not be considered for PHC repairs unless in accordance with applicable federal, and local laws, regulations, and ordinances, and can be repaired within the PHC cost limits.
6. Applicants determined eligible by FEMA for PHC may choose either to:
 - a. Receive PHC, provide documentation of the use of any previously provided financial housing assistance for Repair, and return all unused, previously provided financial housing assistance for Repair or Replacement to FEMA; OR

- b. Receive Direct Temporary Housing Assistance, if available, and keep any financial housing assistance for Repair or Replacement that FEMA previously provided.
7. In order to be referred to the State for PHC, eligible applicants who choose to receive PHC assistance must sign an acknowledgement of the following terms and conditions:
 - a. The applicant agrees to participate in the State program, including right of entry;
 - b. The applicant agrees to obtain and maintain flood insurance coverage on the home for at least the value of the repairs provided the home is located in an SFHA. FEMA will not contribute to the cost of flood insurance premiums; and
 - c. An applicant's decision to accept or decline PHC shall be considered final; FEMA will not re-consider an applicant for Direct Temporary Housing Assistance or PHC after they have declined either form of assistance. Applicants who accept PHC will not be considered for any additional FEMA Housing Assistance, including financial Temporary Housing Assistance.
8. The State and FEMA agree that applicants for PHC-Repair should not include those applicants whose properties may eventually be eligible for elevation or a buy-out. The State and FEMA will work together to ensure applicants eligible for PHC-Repair are reviewed for potential future mitigation, elevation, or home buy-out programs and, to the maximum extent possible, minimize PHC-Repair approval for those applicants.
9. The State and FEMA's responsibility to provide Direct Housing Assistance to the applicant ends once the completed PHC-Repairs are accepted by the applicant.

PHC Repair Conditions

1. Under PHC, the State will not repair or replace items eligible under Other Needs Assistance for Personal Property, such as furnishings and appliances.
2. The State will need to ensure that there is no duplication of benefits between emergency work provided under the Sheltering and Temporary Essential Power (STEP) program and PHC-Repair assistance, and report to FEMA on the mechanism for doing so within thirty (30) days of initiating the PHC-Repair program. FEMA will only reimburse for specific line items repairs for a property under PHC or STEP, not under both options.
3. PHC-Repairs are limited to real property components eligible under FEMA Housing Assistance that were damaged by the disaster and functional before the declared event. The State shall only perform repairs necessary to restore the pre-disaster residence to a habitable condition. The completed repairs shall ensure the pre-disaster residence is restored to a safe, sanitary, and functional condition.

4. All repairs shall be made in a manner consistent with current local building codes, standards, or minimal acceptable construction industry standards by the area, permitting, inspection requirements, and all applicable environmental planning and historic preservation (EHP) laws and regulations. Items will be repaired when feasible, but may be replaced when cost-effective to the government or when necessary to ensure the health and safety of the occupant. The State will be responsible for obtaining local permits, but can delegate this authority.
5. Prior to repairing a property, the State shall provide for each property an initial inspection report to include:
 - a. Location, physical address and latitude and longitude;
 - b. Date of construction, and
 - c. An exterior photo.
6. Repairs shall be made using materials of average quality used in new construction, in accordance with 44 C.F.R. § 206.117(b)(4)(iii), and taking into account the accessibility needs of the occupant.
7. Repairs to accessibility features and accessible routes will be guided by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and HUD Design Details for Accessible Disaster Relief Housing.
8. The State shall provide to FEMA the following documentation within 7 business days of completing PHC Repairs for an applicant:
 - a. Completed property inspection report;
 - b. Itemized repair cost estimate;
 - c. Executed repair contract or work order, including itemized list of repairs performed;
 - d. A copy of the occupancy certificate issued by the local government.

Attachment 2:

Detailed Eligible Repairs for Permanent Housing Construction – Repairs

Interior Repairs

- Debris removal
- Clean and sanitize damaged materials
- Interior wall cover, to include drywall
- Floor, subfloor and floor covering
- Interior doors
- Cabinet
- Bathroom vanity
- Bathroom exhaust fan

Exterior Repairs

- Windows
- Exterior doors
- Ceiling/wall insulation
- Siding
- Roof covering
- Roof sheathing

Electrical/HVAC

- Furnace
- Exterior electrical work, to include weather, head, cable, and meter
- Wiring
- Electric panel, 200 amp main breaker – 18 circuit
- Outlets or switches
- Central air conditioner
- Duct work
- Smoke Detector
- Carbon Monoxide Detector
- Light fixtures

Plumbing

- Water heater
- Water lines
- Well pump

- Pressure tank
- Decontaminate water supply
- Septic tank
- Distribution box
- Drain field
- Sewer lines
- Gas lines
- Sump pump
- Kitchen sink
- Bathroom sink
- Faucets
- Tub
- Fiberglass Shower Replacement
- Tank and toilet

Accessibility Related Repairs

- Grab bars around toilet, tub, shower stall, and shower seat
- Ramp
- ADA compliant toilets
- Faucet with single-lever faucet controls
- Lever-type door knobs and handles
- Single-push door locks
- Drawers and cabinets with D-loop or other easy to use handle pulls
- Low-pile carpet or smooth anti-slip flooring