



REBUILD  
FLORIDA  
HOUSING REPAIR  
& REPLACEMENT  
PROGRAM

### **SINGLE FAMILY AND MOBILE/MANUFACTURED HOUSING GUIDELINES**

This document provides the housing guidelines for implementation of the Single Family and Mobile Home Housing Repair and Replacement Program administered by the State of Florida Department of Economic Opportunity (DEO). This Program is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant—Disaster Recovery (CDBG-DR) allocation as described in Public Laws 115-56 and 115-123.



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## Part 1 Program Overview

### 1.1 Purpose of the Program

#### INTRODUCTION

The Florida Department of Economic Opportunity (DEO) Office of Disaster Recovery (ODR) is the administrator of a Community Development Block Grant - Disaster Recovery (CDBG-DR) program funded by the U.S. Department of Housing and Urban Development (HUD) under Public Laws 115-56 and 115-123. DEO is the agency responsible for the administration of disaster funds allocated to housing, economic development and infrastructure activities. DEO is administering the housing repair and replacement programs directly.

The DEO Housing Repair and Replacement Program (HRRP) will provide housing assistance to those affected by Hurricane Irma in September 2017. This will include single family owner occupants, owners of rental properties and Public Housing Authorities (PHAs). The intent of the program is to address remaining unmet housing needs. DEO has developed these Single Family and Mobile Home Housing Guidelines for the HRRP based on the information gathered during the unmet needs analysis and subsequent project descriptions created in the *State of Florida Action Plan for Disaster Recovery*.

DEO is currently allocating \$273,329,800 in CDBG-DR funding for HRRP. Based on data obtained during the action planning process, DEO projects that 6,000 properties will be rehabilitated or replaced. Upon HUD approval of the substantial amendment to the action plan, the HRRP allocation will increase to a total of \$346,186,147 with a projection of 7,150 homes that will be rehabilitated, reconstructed or replaced.

DEO has established two objectives for the HRRP. First, recognizing that the \$346 million allocation for housing repair will not meet all needs, DEO will prioritize assistance for at-risk and vulnerable populations. Second, in an effort to increase resiliency and protect human life, DEO is requiring the implementation of construction methods that emphasize quality, durability, energy efficiency, sustainability and mold resistance.

The HRRP is a centralized housing repair or replacement program for Low and Moderate-Income (LMI) families impacted by Hurricane Irma. The program will manage and complete the construction process for the repair or reconstruction of damaged homes on behalf of eligible homeowners. With the assistance of staff and vendors, the state will work with a pool of qualified contractors assigned to repair, reconstruct or replace damaged properties. Homeowners will not select their own contractors and will not contract directly with the construction contractor. No payments will be made to the property owner directly. Homeowners will be required to enter into agreements with the state, setting forth the terms and conditions of the program.

**The Single Family Owner Occupied portion of the HRRP, addressed in this document, is open to homeowners. Owners of rental properties may also be served; however, separate guidelines have been published for rental property owners. Guidelines can be found at [www.rebuildflorida.gov](http://www.rebuildflorida.gov).**

If any portion of an owner-occupied structure has tenants and is currently occupied, the tenants will have the opportunity to move back into the unit(s) that are rehabilitated or reconstructed using CDBG-DR funds. Displacement of such tenants will result in the application of the Uniform Relocation Act (URA) and all associate requirements, restrictions, and/or waivers outlined in the governing Federal Register Notice(s), federal guidance and the URA itself.

The Federal requirements for the delivery of the HRRP are complex and will require a multi-step process (Figures 1 and 2) to comply with all of the regulations and requirements that are tied to the funding source.

The process includes initial documentation and verification requirements that result in an award of benefits to eligible homeowners. The result of the initial documentation phase is the signing of a contract and award agreement.

Figure 1: Initial Application and Documentation Steps



The construction and compliance phase, as seen in Figure 2, is where repair, replacement or reconstruction assistance is provided to the property owner through direct construction activities performed by the program and the result is a rehabilitated housing unit. After final construction activities and the completion of any compliance period, the grant will be closed out.

Figure 2: Construction and Compliance



## NATIONAL OBJECTIVE AND ELIGIBLE ACTIVITIES

The National Objective that is approved for the HRRP is benefit to LMI households. The governing Federal Register Notices (FR-6066-N-01 and 6109-N-01) require that 70% of program funds meet the LMI National Objective and that 80% of all funds be expended in the HUD-designated Most Impacted and Distressed (MID) communities, as identified in the Federal Register Notice(s). Eligible activities under this program include:

- Repairs to, reconstruction or replacement of housing units damaged by Hurricane Irma, including:
  - a) Bringing the home into code compliance
  - b) Individual Mitigation Measures to mitigate against future storm impacts
  - c) Elevation
- The completion of work to homes that have been partially repaired.
- Temporary Housing Assistance based on individual homeowners' needs and their participation in the program.
- Temporary Housing Assistance based on individual tenant needs and their participation in the program. (In the single family owner occupied housing portion of the repair and replacement program, this form of assistance for tenants is expected to be rare, but when required, it will be provided).

## DEFINITIONS

**100-year floodplain:** The area subject to inundation from a flood with a 1% or greater chance of being equaled or exceeded in any given year.

**Area Median Income (AMI):** The median (middle point) household income for an area adjusted for household size as published and annually updated by the United States Department of Housing and Urban Development (HUD). Once household income is determined, it is compared to HUD's income limit for that household size.

**Applicant:** Any individual who submits an application for assistance to the Rebuild Florida Housing Repair and Replacement Program.

**Base Flood Elevation (BFE):** Base Flood Elevation as determined by the Federal Emergency Management Agency (FEMA), is the relationship between the BFE and a structure's elevation. It is used to determine flood insurance premiums. The Federal Register sets the minimum elevation requirements for homes that will be assisted with CDBG-DR funding and which require elevation. HUD has determined that structures designed principally for residential use and located in the 100-year floodplain that receive assistance for new construction repair of substantial damage or substantial improvement must be elevated with the lowest floor, including the basement, at least two feet above the BFE.

**CDBG-DR:** Community Development Block Grant-Disaster Recovery.

**Common Area Under Roof:** The total area under the common roof is primarily interior, conditioned spaces, and for single-story homes, equal to the footprint of the house. The term is also synonymous with the eligible area. In addition, exterior spaces such as detached porches and garages are not considered in the eligible area.

**Completed Repairs Estimate (CRE).** The CRE is used to verify Hurricane Irma damages to the property and determine repairs that have already been completed. This estimate may be used to verify the appropriate use of funds received from insurance or other federal disaster recovery assistance for repair and be used to reduce Duplication of Benefits (DOB), in the absence of receipts.

**Damage Assessment:** The process utilized to verify that damage at a property can reasonably be attributed to Hurricane Irma and the quantification of damages that results in the dollar value and scope of repairs necessary to repair a structure. It results in a Completed Repairs Estimate (CRE) and, if applicable, a Scope of Work Estimate (SWE) or Residential Valuation Report (RVR).

**Demolition:** Clearance and proper disposal of dilapidated buildings and improvements.

**Disability:** For the purposes of the program, "disability" is consistent with federal law under The Social Security Act, as amended, 42 U.S.C. §423(d), The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102(1) -(3), and in accordance with HUD regulations at 24 CFR §§5.403 and 891.505.

**Duplication of Benefits:** A Duplication of Benefits will occur if the Rebuild Florida Housing Repair and Replacement Program provides assistance to a homeowner for the same purpose (repair, replacement or reconstruction) as any previous financial or in-kind assistance provided to a property owner for the repair, replacement or reconstruction of his or her home. Rebuild Florida is prohibited from creating a Duplication of Benefits. This prohibition comes from the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) and therefore, these other sources of funds must be deducted from any potential award.

**Elevation:** All structures, defined at 44 CFR 59.1, designed principally for residential use and located

in the 1% annual (or 100-year) floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b) (10), must be elevated with the lowest floor, including the basement, at least two feet above the 1% annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the 1% annual floodplain, must be elevated or flood-proofed in accordance with FEMA flood-proofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 1% annual floodplain. Elevation will be conducted by means of pier and beam construction. Fill to achieve proper elevation height will not be eligible.

**Family:** A household composed of two or more related persons. The term “family” also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well-being.

**Federal Register:** The official journal of the Federal government of the United States that contains government agency rules, proposed rules, and public notices. It is published daily, except on Federal holidays. A Federal Register Notice (FRN) is issued for each CDBG-DR funded disaster. The FRN outlines the rules that apply to each allocation of disaster funding.

**FEMA-Designated High Risk Area:** Areas designated by FEMA as vulnerable to significant wind and/or storm surge damage and areas located in 100-year flood zones. These areas will be identified during the environmental review process for each participating jurisdiction.

**Household:** A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together or any other group of related or unrelated persons who share living arrangements. For housing activities, the test of meeting the Low- to -Moderate Income objective is based on the LMI of households.

**HUD:** United States Department of Housing and Urban Development.

**Increased Cost of Compliance (ICC):** Structures damaged by a flood may be required to meet certain building requirements to reduce the risk of future flood damage before the structure can be repaired or rebuilt. To help cover these costs, the National Flood Insurance Program (NFIP) includes Increased Cost of Compliance coverage for all new and renewed Standard Flood Insurance Policies. ICC is a potential source of Duplication of Benefits.

**Individual Mitigation Measures (IMM):** Activities designed to mitigate and/or reduce risk beyond the pre-disaster condition of a housing unit when the activities are above and beyond federal, state or local construction or code requirements. In accordance with HUD's guidance, repair of housing units and the payment of flood insurance are not IMM activities. Examples of IMM activities include: elevation above the base flood elevation level or the addition of storm shutters, disaster proof windows, roof straps, etc. as long as those improvements are not required to comply with local code requirements and did not exist on the housing unit prior to the disaster damage.

**Low to Moderate Income (LMI) National Objective:** Activities that benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with HUD Guidance. The most current income limits, published annually by HUD, will be used to verify the income eligibility of each household applying for assistance at the time assistance is provided.

- **Extremely low:** Household’s annual income is up to 30% of the area median family income, as determined by HUD, adjusted for family size.

- **Very Low:** Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size.
- **Low:** Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size.

**Mobile/Manufactured Housing Unit (MHU):** A structure, transportable in one or more sections which, in the traveling mode is 8 body-feet or more in width, or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. Sometimes referred to as mobile homes.

**Modular Housing:** A home built in sections in a factory to meet state, local or regional building codes. Once assembled, the modular unit becomes permanently fixed to one site. The program will treat modular homes as traditional, site or stick-built construction.

**Most Impacted and Distressed (MID) Areas:** Areas of most impact as determined by HUD or the state using the best available data sources to calculate the amount of disaster damage. The MID-designated areas include Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Lucie, Volusia counties; 32084, 32091, 32136, 32145, 32771, 33440, 33523, 33825, 33870, 33935, 34266 zip codes. The state-identified MID areas also include those counties that received both Individual Assistance (IA) and Public Assistance (PA) through the Federal Emergency Management Agency (FEMA).

**NFIP:** National Flood Insurance Program. When the program refers to NFIP in the context of eligibility or Duplication of Benefits, the program is referring to private and public flood insurance programs that cover structural repairs resulting from flood damages.

**Not Suitable for Rehabilitation:** DEO defines "not suitable for rehabilitation" as one of the two following definitions:

1. Residential properties that have experienced repetitive losses under FEMA's National Flood Insurance Program (NFIP).
2. Dwellings that are considered substandard and do not meet the recovery program's housing repair standards and/or federal, state and local code requirements will not be deemed suitable for rehabilitation, as determined by the program and consistent with program guidelines. The determination may be established based on the calculation that the cost of repair is close to or exceeds the cost to reconstruct.

**Property Casualty Insurance:** Insurance that covers structural repairs to a home as a result of wind, fire, hail, wind-driven rain, tornado, hurricane or natural disaster, other than flood.

**Reconstruction:** The demolition, removal and disposal of an existing housing unit and the replacement of that unit on the same lot, and in the same footprint, with a new unit that complies with the International Residential Codes (IRC), as required by the Florida Code. The number of units on the lot may not increase and the total square footage of the original, principal residence structure to be reconstructed may not be substantially exceeded; however, the number of rooms in a unit may be increased or decreased.

**Registrant:** Any individual that registers with the program.

**Registration:** The initial step a property owner must take to seek benefits under the program. Registration will result in prioritization of a registrant for application if basic eligibility requirements are met. This is distinct and separate from application.

**Rehabilitation:** Repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards.

**Replacement:** Demolition, removal and replacement of a damaged MHU with a new MHU in substantially the same footprint or at a new location, if the original damaged unit was on leased land and the MHU owner must relocate to a new property. Relocation of a new MHU will require additional environmental review.

**Residential Valuation Report (RVR):** When a structure has already been demolished or cannot otherwise be evaluated for repair and a Scope of Work Estimate cannot be prepared, a Residential Valuation Report may be prepared. This report takes into account the information about the previous structure that is available and yields a rough valuation of reconstruction for the structure.

**Rental Activity:** Repair of affordable rental housing resulting in structures where at least 51% of units are occupied by LMI persons. Income and rent restrictions apply to the rental units assisted with CDBG-DR funds. Owners of rental properties are eligible under the HRRP. Guidelines for owner landlords are provided in a separate manual.

**Scope of Work Estimate (SWE):** A documented line item by line item estimate of the damages observed during an onsite visit to a homeowner's property that quantifies the materials and labor necessary to repair observed damages.

**Second Home:** Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for repair assistance or housing incentives. A second home is defined as a home that is not the primary residence of the owner, a tenant or any occupant at the time of the storm or at the time of application for assistance. HUD has established an alternative requirement for second homes that may allow assistance in limited circumstances coordinated with HUD.

**Stick-built home:** A home that has been built on-site using traditional construction materials and methods.

**Subrogation:** Subrogation is a legal doctrine that allows one person to take on the rights of another. In the context of disaster recovery grants, a homeowner must enter into a subrogation agreement where the funding agency (DEO) obtains the right to collect any additional disaster recovery or insurance payouts the homeowner receives for Irma damages after the homeowner has entered into a grant agreement for HRRP benefits.

**Substantial Improvement:** As defined in 24 CFR 55.2(b) (10) and as applicable to the HRRP, substantial improvement means any repair, reconstruction, modernization or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored before the damage occurred. Substantial improvement determinations are made by local code enforcement, permitting, building and/or floodplain officials. The program will abide by these determinations.

## 1.2 HUD Income Limits

HUD publishes income limits annually. The HRRP will use the published 2018 HUD income limits and update the income tables for the program each year when the new income tables are made effective by HUD. Income limits are included in Appendix A HUD Income Limits.

### 1.3 Program Requirements

1. All housing activities for the HRRP will meet the National Objective required under the authorizing statute of the CDBG program that benefits LMI persons, where at least 70% of the funds will benefit these populations.
2. Homeowners applying for disaster assistance are processed by priorities based on the prioritization criteria outlined in Section 1.6 of these guidelines. The LMI demographic groups will be funded at a minimum level of 70% of total available funds (excluding planning and administration funds). Prioritization criteria are more fully detailed in Section 1.6.

LMI Demographic Groups are:

- a) 0%-30% AMI Extremely Low
  - b) 31%-50% AMI Very Low
  - c) 51%-80% AMI Low
3. The homeowner must meet certain eligibility standards to qualify for assistance. Eligibility standards are discussed in Part 2 of this document.
  4. The property must pass a federally required environmental review. No construction may be undertaken until the environmental review is complete.
  5. For assistance activities, it must be demonstrated that the damage to structures was the direct result of Hurricane Irma. Damage details are noted in Part 2 of this document.
  6. A damage assessment/scope of work estimate (SWE) inspection must be conducted. The damage assessment must be completed in sufficient detail to obtain bids or cost estimates. Repair of the residence must bring the property into compliance with local health, safety and building codes and pass a Housing Quality Standards inspection. The project costs must be reasonable and typical in the current marketplace for projects of similar scope.
  7. The project must comply with all applicable federal, state and local requirements.

### 1.4 Registration

Registration is the first step an individual can take toward seeking benefits under the HRRP. Registration will be open for a minimum 90-day intake period. Note that registration is not application. Regardless of the number of individuals per household, there may only be one registration per household. Duplicate registrations will be closed so that only one registration per property address remains active.

A Strategic Communication Plan will designate how populations will be targeted for outreach and registration. If the 90-day window is not sufficient to obtain the registration volume necessary to satisfy the number of prioritized applications required to expend the funds, DEO may extend the outreach period for an additional period of time. Any extension of the outreach and intake period beyond 90 days will be announced using the Rebuild Florida website at [www.rebuildflorida.gov](http://www.rebuildflorida.gov) and as outlined in a revision to the Strategic Communications Plan.

Registration requires the submission of basic information about the registrant, his or her household and the property that was damaged as a result of Hurricane Irma. The registration process allows DEO to evaluate the potentially eligible homeowner population and begin the prioritization process. Once a sufficient number of registrants have been prioritized, DEO will begin to invite registrants to provide more

information to the program. Prioritized registrants will be invited to apply before non-prioritized registrants.

All interested individuals who wish to seek assistance through the HRRP must first register. An individual may register for the program by:

- Contacting the Rebuild Florida call center at 1-844-833-1010.
- Going online to [www.RebuildFlorida.gov](http://www.RebuildFlorida.gov).
- Visiting a Rebuild Florida center.
- Attending an outreach event, when available, in the local community.

Rebuild Florida center locations and hours of operation will be advertised during outreach events and posted to the Rebuild Florida website. Outreach events will be advertised on the Rebuild Florida website and announced through local media affiliates and partners. The outreach will cover the full registration period.

## 1.5 Applications

- Only completion and submission of the official Rebuild Florida HRRP application form, including the submission of all supporting documentation, will be considered as application for program benefits.
- Anyone who has submitted a prior application for disaster recovery assistance through a non-profit organization, federal, state or local agency will need to submit a separate application specifically for Rebuild Florida HRRP.
- Submission of a public comment form or other written documentation of damage during public meetings or hearings does not constitute an application to the Rebuild Florida HRRP.
- Regardless of the number of individuals per household, there may only be one application per household. Duplicate applications will be closed so that only one application per property address remains active.
- Qualification for assistance will be certified by program staff prior to the commitment of any funds to an activity or beneficiary.
- Homeowners are not guaranteed assistance, but will be served based on availability of funds and qualification for benefits.
- Anyone who makes an inquiry about the program will be provided an application package to complete; however, applications will only be accepted during the published outreach period or until the target number of applications is received. Additional intake periods may be opened at a later date depending on funding availability and the need to qualify additional homeowners.
- Homeowners will be invited to apply on a priority basis, as described in Section 1.6.

## 1.6 Priority Schedule

Recognizing that the \$346 million allocated for owner-occupied housing and rental properties will likely not address all needs, at-risk and vulnerable populations with the greatest needs will be prioritized. At a minimum, 70% of program funds must meet a Low and Moderate-Income national objective. LMI households with one or more of the following characteristics will be prioritized and processed in the order that they complete an application:

- Households with seniors age 62 and older
- Households with children age five or younger
- Households with special needs or special accommodation requirements (disabled)

LMI households will be prioritized over non-LMI households. Households with income higher than 120% of AMI will not be eligible for this program.

Additionally, DEO is ensuring that access and transportation mobility services are accessible through a comprehensive outreach campaign and mobile intake centers to ensure any and all households have an equal opportunity and support to complete an application.

As grant award agreements approach full obligation of program funds, DEO will analyze the remaining potential eligible homeowner pipeline and may choose to re-allocate funds from one program to another or place remaining homeowners on hold until priority household homeowners are fully processed and their needs are realized. As program application intake production is monitored, DEO may choose to adjust the percentage of funding or re-allocate additional funding from other programs with less participation to maximize assistance for priority homeowners eligible and seeking HRRP assistance.

## 1.7 Program Education

Program education will be provided to all homeowners to explain the details of the program, the application process, qualification and prioritization criteria, impacts of accepting an award, requirements for compliance after completion of activities, and long-term obligations incurred as a result of this funding. Program education procedures will be outlined in a separate document.

## 1.8 Eligible Structures

Eligible structures for the Rebuild Florida HRRP include single-family stick-built dwelling units and mobile/manufactured housing units (MHU's). Attached structures are eligible if they are under the common roof of the damaged single structure and permanently affixed to the structure.

- ✓ Mobile/Manufactured Housing Units (MHUs) may be eligible for repair under this program. However, to be cost effective, the MHU to be rehabilitated must be no more than five years old at the time of assistance and the repair costs necessary to rehabilitate the MHU must not exceed \$15,000 (hard and soft construction costs). Any MHU that is older than five years old or has an estimated repair cost greater than \$15,000 will require the MHU to be replaced with another MHU. If rehabilitated, the MHU must meet HUD Housing Quality Standards (HQS) upon completion. Replacement MHUs will meet applicable Green Building Standards. Local zoning and code requirements will be observed by the program.
  - a) A structure where any portion of the dwelling is composed of a MHU, no matter how extensive the additions or modifications are, will be considered for repair or replacement on a case-by-case basis.
- ✓ Condominiums, townhomes and other owner-occupied units that share a common wall may be eligible structure types. However, there may be additional restrictions related to common areas in such structures.
- ✓ Duplexes, triplexes and quadplexes are eligible single-family structure types under the HRRP as long as one unit is owner-occupied.

- ✓ Homes that are used for both residential and commercial purposes will be considered for eligibility on a case-by-case basis.
- ✗ Garages, sheds and outbuildings not attached to the main dwelling unit are not eligible for repair. Improvements must be physically attached to the house and be permanent in nature.
- ✗ Recreational Vehicles and camper trailers used as a residence are not eligible for the program.
- ✗ Houseboats used as a residence are not eligible for the program.
- ✗ Second homes are not eligible under the single family repair and replacement program as described in these guidelines; however, they may be eligible under the rental program (separate program guidelines) if the second home is converted to affordable rental housing subject to the requisite affordability period. This limited exception will be evaluated on a case-by-case basis and will require HUD approval.
- ✗ Seasonal, short-term and vacation rental properties are not eligible for assistance.
- ✗ Housing units located where federal assistance is not permitted by federal regulation, including floodways, or within runway clear zones of either a civil or military airport are not eligible.

## **1.9 Type of Assistance Offered**

Repair may be offered to homeowners based on the extent of damage to the home. Replacement of MHUs will be limited to situations where local zoning/building permits, or federal requirements, such as environmental regulations, will allow the replacement of the original, hurricane-damaged structure with a like structure.

Understanding that it may be necessary for homeowners to remove themselves and their belongings from their homes during the period of repair, DEO will provide relocation assistance on a case-by-case basis. Consideration for temporary relocation assistance will include whether the homeowner is in a program-defined priority population and if program resources are available. However, as this is a voluntary program, it will be standard practice that the cost for temporary relocation of persons and belongings will be borne by the homeowner unless hardship is proven. See Optional Relocation Temporary Rental Assistance Policy in Section 1.10.

This program does not pay for like-for-like replacement. The program will offer standard, basic amenities to make a home decent, safe and sanitary and all improvements will be assessed for compliance with HUD Section 8 Existing Housing Quality Standards (HQS), and local building codes. Standard appliances that are not functioning at the time of inspection such as refrigerators, stoves and/or ovens may be replaced. Luxury items, including but not limited to, granite (or other high-end) countertops, high-end appliances, stone flooring, garage door openers, security systems, swimming pools, fences and television satellite dishes are not eligible under the HRRP. Washing machines and dryers are not eligible for replacement.

Where replacement of a MHU or modular home is indicated, standard floor plan options will be offered. If a replacement home is provided, the original MHU or modular home must be demolished and removed from the site prior to the replacement of that structure. Size of the replacement unit will be determined using HUD Occupancy Standards.

Additional improvement parameters include:

- Cost-effective energy measures and improvements that meet local zoning and code, Decent Safe and Sanitary (DSS), or required Housing Quality Standards (HQS), especially those improvements which

add enhanced resilience, such as elevation of major electrical components, roof strapping and other items are eligible.

- Lead-based paint testing, mitigation or stabilization, as needed. If a home is going to be replaced or reconstructed, lead-based paint testing will not apply. The replacement/reconstruction of the property will automatically result in the removal of any potential previous hazard.
- Asbestos testing, mitigation or encapsulation, as needed.
- Mold testing and remediation, as needed.
- Section 106 Architectural History compliance requirements imposed by the Compliance and Review Section of the Bureau of Historic Preservation, as needed.
- Accessibility features for documented special needs. Repaired homes inhabited by special needs or elderly (age 62 or older) persons must be analyzed as to the special physical needs of such persons. Improvements such as widened doorways, ramps, level entry and doorways, and grab bars in bath areas must be installed, if appropriate. Hearing and sight impaired adaptations should also be considered. All special needs requirements must be documented prior to approval.
- Standard appliances limited to refrigerator, stove and/or oven if they are not in working order at time of inspection. Though replacement appliances may be of standard, not luxury quality, they will be EnergyStar® rated, if available.
- Ventilation and energy efficiency items such as ceiling fans, window screens and screen doors if missing or not functional at time of inspection.
- Elevation with the lowest finished floor two feet above the base flood elevation level for homes in the 100-year floodplain that are substantially damaged, substantially improved, reconstructed or replaced. Elevation height requirements are governed by the applicable Federal Register Notice(s).
- All electrical components must be inspected including service, meter, wiring and fixtures even if no electrical work is being specified. Unsafe components must be replaced. All exposed wiring, switches and light bulbs in living areas must be encased.
- All homes must be equipped with smoke and carbon monoxide detectors installed in conformity with code requirements.
- Additional related costs such as green building and mitigation requirements, insurance, accessibility modifications, repair or replacement of water, sewer and utility connection needs may be included.

### **1.10 Optional Relocation Assistance**

The program will provide temporary on-site storage for each homeowner who must remove personal belongings from his or her home during the construction period. The policy of the HRRP is to provide temporary relocation assistance to homeowners enrolled in the HRRP who may have to vacate their home due to construction activities when vacating the property by his or her own means is impossible or creates an undue hardship. Temporary relocation assistance will be considered on a case-by-case basis. The factors that HRRP will consider in determining availability of relocation assistance will include homeowner or household age, disability status, income level (extremely low, very low, and low income brackets) and other resources available to the homeowner.

## 1.11 Construction Standards

HRRP will implement construction methods that emphasize quality, durability, energy efficiency, sustainability and mold resistance. All rehabilitation, reconstruction and new construction will be designed to incorporate principles of sustainability, including water and energy efficiency, resilience and mitigation against the impact of future disasters. HRRP will implement and monitor construction results to ensure the safety of residents and the quality of homes assisted through the program. All housing units repaired or replaced must comply with the current HUD Housing Quality Standards. The housing assistance provided under the program will be built with emphasis on high quality, durable, sustainable and energy efficient construction methods and materials.

These include the following minimum standards:

- Construction standards will be based on the Florida Building Code and must meet or exceed applicable requirements.
- Construction will comply with the Florida Green Building Standard for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50% of replacement cost) under the Florida Green Building Coalition.
- For repair projects, the state will follow the Green Building Retrofit Checklist to the extent applicable to the repair work undertaken. This will include the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the repair work, repair is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent, when feasible.
- Housing units assisted with CDBG-DR funds must meet all applicable local and state codes, repair standards, ordinances and zoning ordinances at the time of project completion. All deficiencies identified in the final inspection must be corrected before final payment is released.

## 1.12 Accessibility Standards

Physically disabled homeowners or homeowners with a disabled household member may be entitled to additional construction considerations such as roll-in showers, lowered countertops, pedestal sinks, bathroom grab bars, widened doorways or other accessibility features that will assist with the individual's functional needs. The program will assess eligibility for these features on a case-by-case basis.

## 1.13 Allocation and Housing Assistance Caps

A total of \$346,186,147 has been set aside for the HRRP. This allocation may be increased or decreased based on the demand for the program and with amendment to the Action Plan, as well as approval by HUD. Assistance for each property is capped at \$150,000. All construction costs (hard and soft costs), mitigation measures, elevation costs, site improvements and construction standard conditions (dumpsters, on-site toilets, permitting, variances) are included in the cap. Exceptions will be considered on a case-by-case basis.

Projects may fail to move to completion for a variety of reasons, including but not limited to, property owner withdrawal from the program and owner refusal of benefit. Should a property undergo environmental review and hazard testing, but then fail to make it through construction, these costs (as well as any other project delivery costs expended) will remain project delivery costs.

## 1.14 Feasibility of Repair Analysis

As a recipient of Federal funds, DEO is charged with ensuring that the costs of its activities are reasonable and necessary. Therefore, each property assessed under the HRRP, will be analyzed for feasibility. The preliminary budget, called the Scope of Work Estimate (SWE) will be prepared to indicate the potential cost of demolition, elevation, and repair or replacement, as appropriate. The SWE will include the costs for all additional mitigation and accessibility requirements.

Properties with repair and/or elevation cost estimates that meet or exceed 75% of a comparable reconstruction or replacement house as determined by standard operating procedures and policies will provide homeowners the option to select a reconstructed or replacement house. Properties with repair and/or elevation cost estimates that meet or exceed a comparable reconstruction or replacement house will be limited to reconstruction or replacement as a more cost reasonable option. Situations where replacement, reconstruction and/or elevation will be required include:

- Homes that have already been demolished may be replaced or reconstructed.
- Homes that are condemned (red tagged) by the local jurisdiction may be replaced or reconstructed.
- Homes that are structurally unsafe or that have other conditions that make interior inspection by program staff unsafe or impossible may be replaced or reconstructed.
- As stated in the Action Plan, repair of a Mobile/Manufactured Housing Unit (MHU) greater than 5 years old and/or with more than \$15,000 worth of Hurricane Irma repairs is not feasible and replacement is warranted.
- If a local jurisdiction has issued a substantial damage determination for a home located inside the 100-year floodplain, the home will be reconstructed and elevated.
- If the local jurisdiction has issued a substantial improvement determination for a home located inside the 100-year floodplain, the home must be elevated.
- Slab-on-grade homes that require elevation will be reconstructed and elevated. Repair will not be an option.
- Mobile home units that will require elevation in addition to the standard installation height will be replaced with a modular housing unit elevated to program standards.

## 1.15 Homeowner Responsiveness

During the Application process, a homeowner is required to respond in a timely fashion with program requests for information/materials to complete the eligibility process. At no time should a request for additional information go unanswered beyond 30 working days. If the homeowner needs an extension, a clarification, or assistance, they may request assistance within the 30-day window. If the homeowner fails to provide the requested information/materials or fails to ask for an extension or assistance, their application will be considered on hold until the information is provided.

If a homeowner becomes unresponsive, the application will be closed. “Unresponsive” is defined as the failure to answer or return three consecutive phone calls, and failure to respond to written requests within program timeframes. Closure of an application for unresponsiveness may be appealed once. If a successful appeal results in the reactivation of an application, subsequent closure for unresponsiveness is not appealable.

An exception to the above is for clearance of title defects, death or illness of a homeowner, and may be determined on a case-by-case basis. Homeowners with title defects are provided up to one year to clear the defect. Monthly status reports of the progress being made to clear title may be requested of the homeowner.

## **1.16 Homeowner Responsibilities**

Homeowners who receive assistance from the HRRP have the following responsibilities:

- HRRP will not be responsible for lost or damaged belongings of the homeowner that have occurred during construction. The homeowner must secure or relocate all personal property until construction is complete. The homeowner is responsible for the movement, storage and security of all property and personal belongings. The program will provide one temporary on-site storage unit for homeowner use.
- Upon the signing of the contract, the homeowner will have 30 calendar days to move personal property out of the damaged property and store any valuable personal property that could be damaged during the course of construction.
- The homeowner must arrange access to the property for building contractors providing construction services. If reasonable and timely access is denied to a building contractor who is making a good faith effort to perform required repairs, the award may be terminated.
- During construction the homeowner must not interfere in repair areas, and must make a reasonable effort to stay away from the construction zone.
- The homeowner must continue to occupy the home as his or her primary residence for a period of three years after program construction is completed. The homeowner will agree not to transfer the property or any interest in the property whether voluntarily or involuntarily, until the rehabilitation, reconstruction or replacement has been completed, the three-year compliance period has ended, and the homeowner has been notified that his or her application has been closed out. Early transfer of property may be allowed on a case-by-case basis in limited circumstances.
- The homeowner must maintain home insurance coverage (not less than the contract amount), inclusive of casualty (hazard) and flood insurance (if applicable). Federal law requires people who live in a floodplain to carry flood insurance in perpetuity on that property. A grant agreement, deed restriction, covenant or similar enforcement vehicle will be required to be placed on the property requiring that flood insurance be maintained on that property in perpetuity.
  - a) Failure to maintain flood insurance, when required, will result in the homeowner and the property being ineligible for future federal disaster relief. Failure to maintain hazard insurance may prohibit future assistance.
  - b) HRRP will pay for one year of flood insurance. The homeowner is responsible for obtaining, paying and maintaining all flood insurance premiums after the first year.
  - c) If located in a 100-year floodplain, the homeowner will be required to maintain flood insurance in perpetuity and notify future owners of flood insurance requirements.
- Keep current on all property taxes.
- Meet all requirements agreed upon in the executed legal documents required by the program.

- All debris, abandoned vehicles and buildings that pose a safety and/or health threat as determined by the local jurisdiction or person qualified to make such a determination, must be removed from the property prior to the start of construction. The homeowners will remove derelict personal property. The homeowner has 30 days from the date of contract signing to remove all such debris and derelict property from the construction site. Failure to remove such property may result in a reduction in the total benefit amount to account for program removal and if such a reduction results in a new feasibility determination that the project is no longer feasible, the homeowner activity will be determined ineligible and the application will be closed.
- Prior to construction activities, where the homeowner will need to vacate the property, the homeowner has 30 days from grant execution and contract signing to vacate the property and move all personal belongings into storage. The program will pay for on-site storage. In most cases, the program will not pay relocation assistance, as this is a voluntary program. However, in limited circumstances, the program may consider the provision of temporary relocation assistance on a case-by-case basis. Should construction activities go beyond the contractual performance period, the construction contractor may be required to pay additional relocation assistance necessary for a homeowner receiving such assistance to remain out of his or her home. Failure by the homeowner to vacate the property within the 30-day period will result in the closure of the application and reassignment of the homeowner benefit to the next beneficiary. Exceptions may be made on a case-by-case basis.

### **1.17 Complaints/ Appeals/ Conflict of Interest**

A complaint and appeals procedure will be afforded to homeowners. Complaints may be lodged regarding any and all concerns that homeowners may have with the procedures followed and services provided by HRRP. Appeals may be lodged only upon the deliverance of an adverse program decision regarding eligibility or closure of an application, and only within the parameters set by the Appeals procedure. Homeowners may not appeal program policy.

An appeals process initiated by the homeowner will include an informal and a formal, written grievance procedure which may include but not be limited to informal hearings, third-party review or administrative review. HRRP will render a decision regarding exception reviews and formal appeals. Appeals, grievances, and exceptions will be further explained in the Complaints, Appeals and Exceptions Procedures. See Appendix C Reconsideration/Appeal/Complaint Process.

#### **Fair Housing Complaints**

Persons alleging a violation of fair housing laws will be referred to DEO's local contact and process to file a complaint. DEO will retain a log and record of all fair housing inquiries, allegations, complaints and referrals. In addition, DEO will report suspected non-compliance to HUD. The contact for Fair Housing Complaints is:

[FairHousing@deo.myflorida.com](mailto:FairHousing@deo.myflorida.com)  
(850) 717-8426

#### **Conflict of Interest**

State officials and employees, DEO employees, and consultants who exercise functions with respect to CDBG-DR activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, are prohibited from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure.

For purposes of this section, “family” is defined to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law) and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

An exception to the conflict of interest provision may be granted should it be determined that DEO has adequately and publicly addressed all of the concerns generated by the potential conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the program. No party will enter into a conflict of interest until a request for an exception has been granted.

### **1.18 Anti- Fraud and Compliance Policies**

HUD requires policies to prevent fraud, waste and abuse. DEO has established procedures for verifying the accuracy of information provided by homeowners, vendors and subrecipients. The Rebuild Florida HRRP will investigate all allegations regarding eligibility and the disbursement of funds or any other allegations of fraud or noncompliance. Where appropriate, the program will assist Federal, State and local agencies.

### **1.19 Files, Records and Reports**

DEO will maintain accurate files and records on each homeowner and will retain all pertinent documentation for the grant between HUD and DEO. Compliance will be maintained in accordance with the reporting requirements as outlined in the DEO policies and procedures. This includes all information and reports as required under the DEO contract with HUD and demographic data and other information on homeowner households and awardees.

All official records on programs and individual activities are maintained for a five-year period, beyond the date of grant closeout.

### **1.20 Procurement Requirements**

DEO will abide by the Procurement process mandated by federal and state government codes as they are applicable to the program. The procurement process includes the decision to purchase as well as the process to complete the purchase. The federal government has established a set of procurement rules in 2 CFR Part 200.317-326 that apply to CDBG-funded projects. These rules are in place to ensure that federal dollars are spent fairly and encourage open competition for the best level of service and price. If a conflict between federal and local procurement regulations should occur, the more stringent regulation will be followed.

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## Part 2 Eligibility Requirements

The following are threshold requirements, which must be met for a homeowner to be eligible for assistance. Eligibility does not assure assistance, since a prioritization strategy will be required (consistent with program requirements) and it is expected that there will be more eligible homeowners than can be served with available funds. Threshold requirements are those that will either allow a homeowner to continue to move forward in the program or result in disqualification. The threshold criteria for the Rebuild Florida HRRP are described in more detail here:

- September 2017 storm damage
- Location of damaged property within HUD or state identified Most Impacted and Distressed (MID) areas
- Proof of ownership at the time the disaster damage occurred and have maintained ownership
- Damaged structure is the principal place of residence
- Property has unrepaired Irma-related damages
- Property taxes are current
- Property is a single family owner-occupied structure or an owner-occupied mobile/manufactured housing unit (MHU)
- Property is not a second home
- Household is income eligible

### 2.1 Hurricane Irma Damage

The home must have been damaged by or has damage as a result of Hurricane Irma in September 2017 and must have unrepaired damage as of the date of application. Homeowners need not have registered for Federal Emergency Management Agency (FEMA) individual assistance to be eligible for HRRP. For those who did apply for FEMA assistance, the HRRP may use FEMA data for informational purposes, but the HRRP damage verification process will constitute the official documentation of damage linking back to Hurricane Irma.

If a homeowner did not apply for FEMA assistance, HRRP will verify by inspection that the home was damaged using a damage verification process. Damage to the home not caused by Hurricane Irma may be addressed only on structures that have Irma storm related damage.

Proof of Damage options:

- FEMA, SBA or Insurance award letters constitute proof that the home was damaged by Irma.
- In the event that the above-referenced documentation is not available, an inspection report (complete with photos of the damage and a written assessment of the damage) from a damage assessment conducted by the HRRP that certifies that the damage occurred as a result of the hurricane will be acceptable.
- In the event that FEMA, SBA or Insurance award letters are not available and an inspection report is inconclusive as to the cause of the damage, the HRRP may provide alternative evidence, such as neighborhood-level media reports or documentation of damage by disaster response/relief organizations on a case-by-case basis.

- If a homeowner was denied assistance by FEMA, assistance through the CDBG-DR program may still be available as long as damages can be tied back to Hurricane Irma. DEO prohibits the denial of assistance by FEMA to be used as a sole basis for the denial of CDBG-DR assistance.

## **2.2 Location**

The damaged property must be located in the HUD or state-designated MID areas of: Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Lucie, Volusia counties; 32084, 32091, 32136, 32145, 32771, 33440, 33523, 33825, 33870, 33935, 34266 ZIP codes.. For mobile/manufactured housing units (MHUs), the damaged MHU must have been located in one of these areas at the time of the storm. Alternatively, the property may be located in a non-MID designated area that received a Presidential disaster declaration in response to Hurricane Irma.

## **2.3 Proof of Ownership, Occupancy & Primary Residence**

The homeowner(s) must have owned and occupied the property as their primary residence as of September 10, 2017, the beginning date of the storm funded by this CDBG-DR allocation. The program verifies primary residency and occupancy through a homestead exemption in the property tax records obtained from the associated municipality from the time of the storm.

In the absence of a homestead exemption, the following hierarchy will be used to establish occupancy (all occupancy documentation must be from the time of the storm, in the homeowner's name, and reference the damaged address). Homeowners will provide affidavit of principal residency plus one of the following:

1. Copy of water, electric, gas, credit card or cable bill. The bill must confirm that service was provided at the time of the storm and be in the homeowner's name.
2. Copy of FEMA letter showing payment received for home repairs or contents or insurance document showing content coverage in the homeowner's name.
3. Letter from electric, gas, cable or other utility service provider. The letter must confirm that service was provided at the time of the storm and be in the homeowner's name.

Other qualified documents may be presented to the HRRP for consideration of proof of occupancy or primary residency but the acceptance of other documents is not guaranteed.

## **2.4 Special Circumstances Related to Occupancy**

The following exceptions apply under special circumstances related to occupancy:

- Active duty military personnel who own a storm-damaged home in an eligible county or ZIP code, but are currently assigned to duty away from their home or were assigned to duty away from their home at the time of the storm are eligible to apply.
- Homeowners incapacitated due to illness who own a storm-damaged home in an eligible county or ZIP code and are currently incapacitated or were incapacitated at the time of the storm are eligible to apply. If the homeowner is currently incapacitated, an authorized legal representative must apply for the benefit of the homeowner.
- Homeowners with Irma-damaged property in an eligible county or ZIP code who were incarcerated at the time of the storm but are no longer incarcerated are eligible to apply for the program. If the homeowner is incarcerated at the time of application, the homeowner must give someone Power of Attorney on his or her behalf.

- Homeowners who were in a nursing home at the time of the storm but are no longer in a nursing home are eligible to apply for the program. If the homeowner is in a nursing home at the time of application, the homeowner must give someone Power of Attorney on his or her behalf.

## 2.5 Ownership

The homeowner(s) must have owned the property at the time the damage occurred on September 10, 2017, and must currently be the owner of the damaged property in order to be eligible for the program. Ownership will be verified through tax records, title searches or homeowner provision of warranty deed. The program may consider other proof documentation on a case-by-case basis.

## 2.6 Special Circumstances Related to Type of Ownership Purchase Contracts

The following exceptions may apply as special circumstances related to ownership:

### Purchase Contracts

- Evidence of purchase contracts must prove that a homeowner was purchasing a home on a contract by:
  - a) The homeowner presenting the notarized contract dated and executed prior to the storm for review by HRRP.
  - b) The homeowner presenting the notarized and executed contract that was filed prior to the storm in the conveyance records of the county.
- Proof that a contract has been completed and title conveyed to the purchaser is provided by:
  - a) Evidence of recordation of the title in the name of the homeowner in the conveyance records of the county.
  - b) Evidence that property was transferred by a warranty deed.

### **Act of Donation**

An Act of Donation is a form of property transfer without exchange or payment. An Act of Donation must have been made prior to the storm and be:

- In writing
- Witnessed
- Notarized
- Recorded in the public record

### **Trust**

Property held in trust for the benefit of natural persons can be eligible for HRRP assistance as long as at least one of the occupants at the time of the storm was a current beneficiary of the Trust. The trustee's powers must include the ability to affect the damaged property. If the trustee's powers do not include the ability to affect the damaged property, the beneficiaries with an interest in the damaged property must sign the closing documents along with the Trustee.

The following is required to confirm eligibility:

- The homeowner must provide a copy of the trust document.

- The trust document or an abstract or extract of the trust must be recorded in the conveyance records of the county in which the damaged property is located. This recordation in the conveyance records of the county in which the damaged property is located may be recorded post-storm if necessary.

The applicable agreements must be executed by trustee(s) unless the trust distributes the property to a beneficiary, in which event the beneficiary receiving the property must execute the applicable agreement and occupy the residence after assistance. If the property was not serving as the primary residence for the current beneficiaries or trustee, the homeowner(s) is not eligible for assistance.

## 2.7 Death of Eligible Owner Occupant

If the deceased owner of the damaged address passed away after September 10, 2017, the deceased owner must meet the eligibility requirements up to the time of their death (i.e., homeownership at time of storm, primary residence, taxes). All additional income requirements will be attributed to the heir who is currently occupying the home (the applicant). Income determination will be based on the heir at the time the program benefits are being conferred.

If the legal owner of the damaged address passed away before the storm, the heir occupying the property must meet all eligibility requirements except for ownership at the time of the storm and will be processed for assistance in the same manner as all other homeowners. However, the heir will have to demonstrate legal claim to ownership of the property as an heir.

If the homeowner passes away during construction, the heir will be responsible for the program agreements.

Only individuals may apply for assistance; however, legal entities such as LLCs, corporations or businesses may be considered on a case-by-case basis. If an eligible owner occupant dies and leaves the damaged property to a business entity, the application is ineligible for assistance unless an exception is granted.

## 2.8 Property Taxes

All homeowners have to be current on their property taxes. HRRP will have the homeowner provide documentation from the local Property Appraiser's Office or may obtain such information electronically from a local tax collector's office.

## 2.9 Ineligible Applications

The following types of ownership are ineligible for assistance under this program:

- Homeowners who lost ownership of their homes due to foreclosure are ineligible for assistance.
- Persons found to be non-compliant with FEMA regulations or who failed to comply with the requirements of the National Flood Insurance Reform Act are not eligible for assistance. Noncompliance in this context means a person or persons who failed to obtain and maintain flood insurance after receiving federal funding for a previous disaster.

## 2.10 Certification Requirements to Receive Assistance

All homeowner(s) must agree to the following to receive assistance:

- Sign a release so that information provided by the homeowner(s) can be shared with state and federal agencies and certain third parties in order to verify information given to the program. The homeowner

and everyone 18 and older in the household are required to sign the release (unless one of the eligible owner-occupants has provided Power of Attorney to the other to represent them, then the eligible owner-occupant does not need to sign the release).

- Agree to verification of their ownership status, the amount of disaster-related damage to the home, and assistance received.
- Swear to the accuracy and completeness of all information provided to the program under penalty of law.
- Agree to stop all on-going construction activities at the time of application.
- Maintain casualty insurance.
- Acknowledge that any overpayment of benefit will be subject to recapture.
- Maintain ownership of the property for three years after construction is completed.
- All homeowners must agree to sign a number of documents to receive assistance. These documents are fully explained in later sections and in the legal documents executed at contract signing or closing. This includes revised documents necessary to acknowledge changes post-closing. Failure to comply with this requirement will result in disqualification from the program and closure of the homeowner file. Should disqualification occur and program funds already be invested into the homeowner property, homeowner will be responsible for the repayment of all program funds through a recapture process.

## **2.11 Income Eligibility Requirement**

All homeowners must meet income eligibility criteria in order to be eligible for assistance. In order to meet this eligibility requirement, homeowners must be Low to Moderate-Income with a total household annual gross income that does not exceed the 80% Area Median Income, adjusted for family size, as published annually by HUD.

Homeowners whose household income is between 80.01% and 120% of AMI may be served when the program has projected that it will be able to sufficiently meet or exceed HUD's requirement to expend at least 70% of the disaster recovery funds on LMI populations. The program will not assist anyone whose household income exceeds 120% AMI.

The Rebuild Florida HRRP income calculation includes the annual adjusted gross income (AGI) of all adult household members, including earnings and in-kind sources like Social Security and pensions. The program will use HUD's published income limits for each county or metropolitan statistical area to determine eligibility. Household income will be based on the household's annual income data per the most recent IRS 1040 adjusted gross income definition, as verified by receiving a copy of the household members' most recent tax form(s).

The program will use the processes for calculating income as defined by HUD, and as described in the following paragraphs. The program certifies income at the point at which sufficient documentation is provided and remains valid for one year.

Recertification of income will not be required when a homeowner has executed his/her grant agreement within one-year of the income certification date. Income must be recalculated by the program and recertified if the grant agreement has not been executed within one year of the date of the original income certification.

The program may collect and analyze appropriate income documentation for household members through third party verification or source documentation when necessary. This process may include obtaining copies of the most recent tax form(s).

Homeowners will need to certify whether or not their income has changed since their most recent tax return information. If there has been a change in the homeowner's household income, the program may allow the homeowner to provide additional information such as pay stubs or other proof of income to verify the change. Documentation sufficient in this circumstance includes the last three months of pay check stubs or signed statement from employer stating the wage and frequency of payment, most recent Social Security and pension income statements and any other income source documentation.

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## Part 3 Duplication of Benefits (DOB)

### 3.1 Overview

Eligible homeowners may have previously received assistance from other sources for the repair of their storm damaged property. Under the requirements of *The Robert T. Stafford Disaster Assistance and Emergency Relief Act* (42 U.S.C. 5121, et seq.), as interpreted and applied by HUD, DEO must take into account certain aid received by homeowners in determining the amount of assistance which can be granted. DEO will follow HUD's Duplication of Benefits Guidance. The following are sources of funding assistance provided for structural damage and loss that are considered Duplication of Benefits (DOB) and under federal law **must** be deducted from the assistance provided by Rebuild Florida HRRP:

- FEMA Individual Assistance for Structure (IA)
- FEMA National Flood Insurance Program (NFIP)
- Private Insurance
- Increased Cost of Compliance (ICC)
- Small Business Administration (SBA)\*
- Any other funding source available to the homeowner for the same purpose as a CDBG-DR grant that may duplicate assistance.

Funds received from any source including flood insurance, FEMA and hazard insurance that were used to cover repair to the homeowner's home will reduce the amount of disaster assistance if the evidence of expenditures at least equals the amount of assistance provided from the source. Documentation must be provided demonstrating the cost and type of repair conducted.

Any additional funds paid to homeowner awardees for the same purpose as the HRRP housing assistance award after the State has completed the repair, rehabilitation or replacement of the homeowner's housing units must be returned to DEO.

\*SBA inclusion in DOB may be revised in the future.

### 3.2 FEMA Individual Assistance (FEMA IA)

FEMA IA will be determined and verified by HRRP through the FEMA database. If HRRP is unable to verify the FEMA IA amount through the FEMA database, HRRP will use the payment amount provided by the homeowner at the time of application.

If a homeowner is able to provide documentation demonstrating that the FEMA IA amount provided by the FEMA database includes non-structural related amounts, HRRP will use the documentation provided by the homeowner to adjust the FEMA IA payout amount. The documentation provided by the homeowner must come from FEMA and it will be included in the homeowner file.

### 3.3 FEMA National Flood Insurance Program (NFIP) Insurance

Any payments for loss to the dwellings during Hurricane Irma under NFIP insurance policies may be deducted from the amount the homeowner is eligible to receive. Payments for contents or other expenses are not deducted from the homeowner's award, as these are not duplicative of payments for structural loss. HRRP will verify payments by reviewing FEMA claim information or by providing a request for

verification to FEMA. If a homeowner is able to provide documentation demonstrating that the insurance proceeds amount provided by the FEMA database includes items not related to the structural loss, HRRP will use the documentation provided by the homeowner to adjust the insurance payout within the DOB calculation. The documentation provided by the homeowner must come from the insurance company which issued the payments and it will be included in the homeowner file.

### **3.4 Increased Cost of Compliance (ICC)**

Structures damaged by a flood may be required to meet certain building requirements to reduce the risk of future flood damage before the structure can be repaired or rebuilt. To help cover these costs, the National Flood Insurance Program (NFIP) includes Increased Cost of Compliance coverage for all new and renewed Standard Flood Insurance Policies. ICC is a duplication of benefits if a structure owner requests reimbursement or additional assistance for elevation, demolition, flood proofing or relocation—one of the four options available under ICC—and has already received an ICC benefit under the NFIP. The program will determine DOB regarding ICC funds for elevation and/or demolition activities. If HRRP is unable to determine the amount/or purpose of the ICC proceeds using documentation provided by the homeowner.

### **3.5 Private Insurance**

All private insurance settlement amounts for loss to dwellings are considered a DOB and may reduce the amount of disaster assistance. Private insurance payments for contents or other expenses such as fences, storage sheds, etc., are not deducted from the homeowner's award.

Insurance proceeds are determined and verified by HRRP by contacting the insurance company and verifying proceeds. If HRRP is unable to verify the private insurance proceeds through the insurance company, HRRP will use the claims payout provided by the homeowner. If a homeowner is able to provide documentation demonstrating that the insurance proceeds amount provided by the insurance company includes items not covered in the home evaluation or not paid to cover structural loss, HRRP will use the documentation provided by the homeowner to adjust the private insurance payout in the DOB calculation.

Mold remediation is not included in the home evaluation for structural loss during insurance claims adjusting procedures. Therefore, insurance payments to cover mold remediation are not deducted from a homeowner's funding assistance award. The documentation provided by the homeowner must come from the insurance company that issued the payments or an order from an administrative proceeding or court of competent jurisdiction.

### **3.6 The Small Business Administration (SBA)**

If the SBA has approved loan funds, the assistance is considered a DOB, and the amount of the loan must be deducted from the disaster assistance award. Even if the SBA loans offered are rejected by the homeowner, the amount of the loans must be deducted from the homeowner's award. This is because the SBA assistance has been determined to be available to the homeowner for the purpose of rehabilitation by Federal law. In some circumstances, rejection of the SBA loan may be the result of a hardship. HRRP will consider SBA loan rejection hardship on a case-by-case basis. If HRRP determines that a loan would create a hardship, the amount of the SBA loan will be excluded from the Duplication of Benefits calculation and will not result in a reduced award.

SBA loan amounts will be verified by HRRP through the SBA database. If HRRP is unable to verify the SBA qualifying loan amount through the SBA database, HRRP will use the qualified loan amount provided by

the homeowner at the time of application. If a homeowner is able to provide documentation demonstrating that the SBA amount provided by the SBA database includes amounts for a purpose other than home repair, HRRP will use the documentation provided by the homeowner to adjust the SBA loan amount in the DOB calculation. The documentation provided by the homeowner must come from SBA and it will be included in the homeowner file.

### **3.7 Allowable Cost of Repairs**

Homeowners who used benefits received from insurance, SBA, and FEMA or other sources to make repairs to their Hurricane Irma-damaged property and can document these expenditures may be able to deduct verifiable amounts of these expenditures from the DOB assessment. This means that the original DOB amount assessed by HRRP can be reduced by the amount the homeowner spent on verifiable eligible repairs.

The homeowner will be required to document repairs made to the home with receipts and photographs. Copies of all receipts that support repairs to the home must be provided to the program to document eligible expenditures. HRRP will accept self-certifications when calculating the amount of repairs if the homeowner lacks receipts to document all or part of the cost of repairs. For self-certification, the following requirements apply:

- The homeowner must provide a signed self-certified statement that documents, in detail, all labor and/or repairs made to the damaged property following the hurricane.
- A program inspector must determine with reasonable assurance that the repairs were made after the date of the hurricane.
- Documentation, through photographs, that the repairs were made.

### **3.8 Contractor Fraud**

If a homeowner was a victim of contractor fraud, the amount paid to the contractor is not to be counted as a DOB provided the homeowner filed a police report and made every reasonable effort to recover the funds prior to the date of the application.

### **3.9 Forced Mortgage Payoff**

If a homeowner's mortgage company placed a force payment on insurance proceeds, the insurance amount may not count as a DOB. In such cases, the amount verified by HRRP that was used for this purpose can be excluded from the DOB calculation if it is supported by appropriate supporting documentation. Such documentation should be in the form of a letter that is on mortgage company letterhead and signed by an authorized mortgage company representative stating the homeowner was required to use disaster assistance funds for mortgage pay down. HRRP will attempt to verify this information with the homeowner's mortgage company. Voluntary mortgage payoff, using insurance proceeds, is a DOB that will be counted in a homeowner's award calculation.

### **3.10 Legal Fees**

Legal fees that were paid in successfully obtaining insurance proceeds will be credited to the homeowner and will not be deducted as part of their Duplication of Benefits. Homeowners will need to provide evidence of payment and a judgment or settlement document demonstrating homeowner's success in

the legal action. All other legal fees that a homeowner may have paid out of any disaster assistance proceeds will be deducted as part of their DOB.

### **3.11 Tax Filings**

Personal income tax filings related to losses to the home do not affect funding assistance awards and are not considered DOB. Homeowners should consult their personal tax consultant to seek guidance regarding any tax-related matters.

### **3.12 Calculating the Amount of DOB Offset**

Documented expenses for eligible home repair related to Hurricane Irma will be totaled and considered for credit to the homeowner. The cost of interim housing (rent, hotel payments, RV purchase, motor home purchase, travel trailer purchase) while the damaged home was unlivable can be deducted from the DOB amount. Acceptable forms of documentation include:

- Copies of all receipts that support repairs to the home.
- Self-Certification statement that details home repair expenses and labor.
- Police reports and all other documentation of attempts to recover funds, filed prior to application, that verify contractor fraud.
- Invoices confirming legal fees associated with successful insurance proceed collection.
- Letter from the homeowner's mortgage company or bank confirming a forced mortgage payoff or pay down.

In instances where home repair receipts do not fully account for the funds received, HRRP will evaluate the repairs documented in the Self-Certification of Repairs and determine the value of the storm related repairs performed. Self-certified statements of homeowners must be reviewed in detail by HRRP to determine:

- Whether the home was repaired to code.
- Whether the repairs could be reasonably determined as occurring after the hurricane.
- A reasonable value of the cost of repairs to the home (including possible labor).

The value of eligible repairs, as determined by HRRP, will be compared to the total amount of DOB. If the DOB amount exceeds the documented amount of home repair expenses, then the difference between the two amounts will be deducted from the homeowner's award. This is referred to as a DOB gap.

Homeowners with funding gaps must fund the shortfall in order to complete construction. If a homeowner elects to fund a shortfall, the homeowner must secure the funding before the time of signing the contract. Repair expenses in excess of the prior benefits received will not be reimbursed by the program.

### **3.13 Subrogation**

Subrogation is a legal doctrine that allows one person to take on the rights of another. In the context of disaster recovery grants, a homeowner must enter into a subrogation agreement where the funding agency (DEO) obtains the right to collect any additional disaster recovery or insurance payouts the homeowner receives for Irma damages after the homeowner has entered into a grant agreement for HRRP benefits.

All duplicative funding received must be remitted to or accounted for by the program, regardless of when it is received by the homeowner. If homeowners receive additional funding for the same purpose as the HRRP award (permanent repair to storm damaged home) even after the HRRP award is executed or construction is completed, the homeowner is required to report the additional funding to the program.

By accepting the award, homeowners agree that they will report any duplicative funds to the program whenever received. Upon receipt of a report that additional benefits have been received, the program will recalculate the homeowner's award and provide instructions whether the homeowner's award will be reduced by such amount, or whether the homeowner must remit such amounts to the program as reimbursement (when additional assistance received after program disbursements). Each homeowner will execute and be bound by a subrogation agreement.

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## Part 4 Inspections and Environmental Reviews

### 4.1 Overview

All federal regulations regarding lead-based paint, environmental review, housing quality standards, procurement, labor standards, etc. apply to this program. If issues are identified with an application, an application may be required to undergo additional reviews and this may take additional time to resolve.

The program will perform an environmental review and on-site inspection of damages upon completion of all third-party verification required by HRRP. An environmental review must be performed on each homeowner's property for that property and the homeowner to be eligible for the program. Homeowners will be notified in writing at the application submission stage to cease any work in progress on a damaged residence until the environmental review is complete. Homeowners who do not cease work may not be eligible for the program. The program inspector will note any work that has been started and/or completed.

### 4.2 Initial Inspection and Damage Verification

All property improvements must be for unmet housing needs resulting from Hurricane Irma. Non-hurricane damage may only be addressed on structures that also have hurricane-related damage. Structures built before 1978 must be inspected for lead-based paint hazards. Where such hazards are detected, the homeowner(s) will be notified and appropriate steps will be taken to mitigate dangers from lead-based paint.

Program staff will conduct site visits to observe and record the presence of unrepaired storm damage resulting from Hurricane Irma, determine the extent of the damage, and determine the estimated cost of rehabilitation. The homeowner will need to be present for these site visits. The inspector will be required to inspect the interior of the home to observe and record damages. The inspector will note any environmental concerns on the site or nearby that could affect the evaluation.

The Scope of Work Estimate (SWE) provides a documented line item by line item estimate of the damages observed during an onsite visit to a homeowner's property that quantifies the materials and labor necessary to repair observed damages. The SWE is calculated using the classifications defined in the 2018 National Reconstruction Cost Book and incorporates costs necessary to ensure that the property meets the Construction Code, the International Residential Building Code (IRC), as well as meeting HUD HQS. The SWE does not provide an evaluation that takes into account an exact replacement of homeowner's original home. In contrast to insurance estimates that may be based on replacement costs, the SWE evaluation is based on standards for basic livability developed for the program and on costs developed by the construction industry for those items. The methodology used to prepare the SWE is to account for those scope items that can be counted, measured or observed. No destructive testing is performed during the estimation process. This means that hidden damages are not accounted for during this process. For example, termite damage behind a wall would not be discoverable during the estimation process if the wall covering is intact.

### 4.3 Eligible and Ineligible Items

Items damaged by Hurricane Irma, such as air conditioners, heating systems, and water heaters are eligible to be replaced under the HRRP. Appliances and housing components that are not integral to the structure of the home and are not essential to basic health and safety, such as washers, dryers, and detached garages and carports are not eligible to be replaced under the HRRP. Luxury items and items

with a quality grade above basic standards, such as granite countertops, are not eligible to be replaced in a like-for-like manner.

#### **4.4 Environmental Review**

The program will conduct a Broad Environmental Review at the programmatic level. This will include coordination with federal, state and local agencies where applicable. Additionally, all applications must pass a federally required site-specific environmental review which contains a statutory checklist of required review items. The review will be performed at the program's expense. Site-specific reviews will include the review of HUD-defined environmental review topics, each of which may result in a site visit to the homeowner property for further investigation.

Any issue that cannot be cleared through the environmental review process will need to be mitigated either before or during program construction. The program may pay for mitigation of issues identified during the environmental review if it is deemed an eligible activity. Homeowners will receive all federally required notifications.

The environmental review is a separate and distinct review from any other review. Other previously performed (or homeowner-provided) environmental reviews will not satisfy the program's requirements. If an environmental condition identified on a homeowner's property cannot be cleared, the property may not be eligible for assistance.

## Part 5 Award Determination

Awards may include expenses for additional related costs such as green building and mitigation requirements, elevation, insurance, accessibility modifications for the disabled, repair or replacement of water, sewer and utility connection needs. Cost effective energy measures and improvements that meet local zoning and code, required Housing Quality Standards (HQS), especially those improvements which add enhanced resilience, such as elevation of major electrical components, roof strapping and other items, are also eligible. Environmental review and determined required remediation for items such as lead-based paint abatement, asbestos abatement or other remediation components will also be eligible.

Elevations will be included for homeowners who meet requirements determined by the program, including substantially damaged properties as per locally approved floodplain requirements. Elevation will be evaluated on a case-by-case basis. Elevations will not be conducted on properties outside of the floodplain, with the possible exception where elevation is required by local ordinance. The program will follow HUD guidance to ensure all structures, as defined in 44 CFR 59.1, designed principally for residential use and located in the 1% annual (or 100-year) floodplain, that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b) (10), will be elevated with the lowest floor at least two feet above the 1% annual floodplain elevation.

The formula below is how the program will calculate a homeowner's award:

1. Identify Eligible Repair Costs.
2. Identify all Potentially Duplicative Assistance (DOB).
3. Deduct Assistance Determined to be Duplicative (DOB).
4. Apply Award Cap of \$150,000.
5. Compare Determined Award Value to Cost of Comparable Reconstructed or Replacement Housing to determine if the benefit will be reconstruction, replacement or rehabilitation.

**Eligible Repair Costs/Need:** The program will determine an eligible repair estimate using information from the inspection. The repair estimate will be valued based on economy/standard grade materials and industry-standard labor costs.

**Calculating Potential Duplication of Benefits:** The full DOB will be accounted for at the time of the repair award calculation. The DOB check will be completed prior to the execution of the Grant Agreement and again prior to the processing of the final draw of funds.

All Duplication of Benefits funding must be accounted for prior to the homeowner receiving an award. Homeowners with a duplication must place all DOB funding in the program's escrow account. Further guidance on escrow accounts will be provided by the program.

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## **Part 6 Pre-Construction**

### **6.1 Escrowed & Supplemental Funds**

Homeowners must provide funding to cover gaps in the cost of construction if there is a gap in funding caused by a Duplication of Benefits. Additional funds provided by homeowners will be escrowed to be used during the construction of the home. Homeowners may not escrow funds for construction activities such as upgrades, additions or other unnecessary activities. Homeowner-provided funds that are put into escrow for DOB will count toward the CDBG-DR cap limits listed in Part 1, Section 1.13 of this document. All escrowed funds will be drawn down first, prior to the use of program funds.

### **6.2 Lead-based Paint Hazard Identification**

If the unit to be assisted was built prior to 1978, the assisted unit will be tested for the presence of lead-dust hazards. If present, the stabilization, encapsulation or removal of lead-based paint will be considered in the costs of rehabilitation. Lead-based paint inspection provides two benefits: (1) the costs of mitigation measures are considerable and must be factored into the cost estimates for repair and (2) the health risks to residents, particularly children and the elderly, may be severe.

### **6.3 Development of Costs for Repair Projects**

For projects that qualify for rehabilitation, the HRRP will develop site-specific sets of plans and specifications that will be used to describe the scope of work to repair and establish the quantities and quality of materials to be used. A dimensioned, floorplan sketch and roof plan of the existing home will be provided for each project. A detailed scope write-up will also be provided. A mandatory pre-construction meeting will be conducted on-site to review the scope of work and answer any questions. Any additional scope noted during this visit will be added to the Scope of Work Estimate (SWE) and feasibility of the project will be reassessed.

### **6.4 Replacement Mobile/Manufactured Housing Units (MHUs)**

For Mobile/Manufactured Housing Units, standard floor plans that meet program Green Building Standards will be available. Size and configuration of bedrooms will be determined based on HUD occupancy standards.

### **6.5 Reconstruction Determinations & Plan Selection**

Reconstruction estimates are based on the total area of the eligible rooms of the home. The total area value is obtained from the repair estimate. It is created by sketching the rooms of the structure that are eligible for repair. The repair estimate process does not sketch porches. They are therefore, automatically excluded. The repair estimate process also excludes carports, unattached structures or structures attached by a breezeway. This process will result in the calculation of the eligible reconstruction square footage.

The program will establish an eligible price per square-foot cost factor to establish a replacement allowance for the home plus a separate cost of elevation, if required. The program will then multiply the eligible square footage, as determined in the previous paragraph, by the applicable price per square-foot cost factor to determine the cost of a comparable replacement unit.

Reconstruction estimates are performed on all homes and are the only type of estimate performed when a home is unsafe to enter or has been demolished or partially demolished. A separate cost of elevation, when applicable, will be added.

**Unsafe Conditions:** Unsafe conditions include but are not limited to: structures whose load bearing walls, columns, or other support components have been compromised, structures that have strong industrial or chemical odors or vapors emanating from the home, or structures that have been marked by the local authority as being unsafe to enter. If any of these conditions or similar conditions exist, the Assessor can, upon consultation with a supervisor and documentation in photos and a written description, limit the Assessment to a reconstruction estimate.

**Demolished structures:** If a structure has been demolished or partially demolished, the Assessor can conduct a reconstruction estimate only. The Assessor takes photos to document the condition and measures the footprint and area eligible for reconstruction. If the area eligible for reconstruction cannot be established by the Damage Assessor (for example a 100% destroyed home with a cleared foundation), the HRRP will work with the homeowner to obtain the missing information from any combination of the following:

- Pre-flood appraisal or real estate sales documents
- County Property Appraiser information
- Insurance estimates
- Photographs
- Aerial photographs

The program may use other approved methods to establish the eligible reconstruction area and the reconstruction estimate when documentation from on-site inspection is unavailable. Information collected to verify the square footage of homes from sources other than the home estimate must be provided to the program. Collection of the documentation is primarily the homeowner's responsibility.

The program makes the final decision on the eligibility of a homeowner and, if eligible, the structure type and square footage used for grant calculation. Whether the award will be for reconstruction, replacement, or repair is based on the following formula:

**(Repair Estimate/Reconstruction Estimate) x 100 = relative percentage of cost of repair to cost of reconstruction**

If the relative percentage of damage is less than 75% of the reconstruction amount, the repair estimate is used for calculating the cost of repair of the damaged structure. If a homeowner's project is calculated as less than the 75% threshold for reconstruction, the project will proceed as a repair project. If the relative percentage of damage is equal to or more than 75% of the reconstruction amount, the homeowner's award will be a reconstruction award.

There are occasional exceptions that may convert a repair project to a reconstruction project. For instance, any unforeseen construction conditions identified after execution of the grant agreement may result in a project cost increasing to or above the 75% threshold. Additionally, structures that have been determined to be substantially damaged or condemned by a governing municipality, or structures that are determined to be unsafe to enter by program staff, may be converted to a reconstruction project. Files that meet any of the aforementioned criteria will be reviewed on a case-by-case basis.

The program will offer standardized new house designs for reconstruction projects. HRRP will not provide customized home designs. The program will determine which floor plan size each homeowner requiring reconstruction is eligible to use by evaluating the original damaged structure's eligible square footage and HUD occupancy standards. The program will build the home to the Energy Star Certified Home standard.

Variations to the methodology described above may be required to meet HUD Occupancy Standards. In such cases, the variance will be documented and such documentation will constitute justification for the variance.

## **6.6 Contractor Assignments and Construction Agreement**

Contractor assignments will be issued to a construction contractor from the DEO Contractor pool that was procured to support construction efforts associated with CDBG-DR programs. HRRP will issue assignments to the contractors based on approved criteria such as capacity, quality, compliance and performance. Each repair or mobile/manufactured housing unit (MHU) replacement project will be subject to a construction contract or agreement. This agreement will establish performance measures to ensure timely construction.

## **6.7 Contract Execution Documents**

The following documents will be signed by the homeowner at the time of contract execution. As required documentation may change, this list will be updated periodically.

- Agreement to maintain flood insurance and notify future owners (if in 100-year floodplain)
- Certification of Principal Residency
- Limited Subrogation Agreement
- Homeowner/Contractor Agreement
- Homeowner/DEO Grant Agreement
- Work Write-Up Document
- Escrow Agreement (if applicable)
- Any other documents required by HRRP

## **6.8 Notice to Proceed**

Notice to Proceed is given after HRRP approves the contract and performs all administrative assignment procedures, the homeowner belongings are removed from the home (if necessary), the contractor obtains necessary permits, and utilities are terminated (if applicable).

## **6.9 Contractor Requirements**

- All contractors will carry and provide proof of a current general liability policy in at least the aggregate amount of all contracts awarded in this program within 10 business days of award. Failure to do so may result in termination of award.
- All contractors must secure and provide proof of performance and payment bonds within ten 10 business days of award. Failure to do so may result in termination of award.

- Contractors will be responsible for documenting (with photographs and written reports) any pre-existing and pre-storm damage to the property that has not been included in the scope of work.
- Contractors are responsible to comply with HUD's Lead Safe Housing Rule, EPA Renovation, Repair and Painting Rule (RRP), and all other applicable rules and regulations. Project sites are required to be in full compliance at all times.
- All firms performing, offering or claiming to perform renovations for compensation in target housing must comply with EPA's RRP Rule and EPA's Lead-Pre Renovation Education (Lead-Pre) Rule. Regulatory requirements can be found in 40 CFR Part 745 Subpart E – Residential Property Renovation. This means that all general contractors participating in this disaster recovery program must be EPA certified. In addition, all individuals performing renovation work on behalf of the firm must be certified renovators.
- Contractor will be responsible for determining utility needs, providing sanitary facilities, safely operating equipment on site and obtaining any required permits.
- Contractor is required to attend pre-construction meeting with the homeowner and a HRRP representative.
- Upon receiving a Notice to Proceed from HRRP, work will begin within 15 days. Any contractors who disturb the site prior to receiving a Notice to Proceed will automatically lose their contract and funding with no recourse.
- Upon completion, the property must meet HQS and other applicable building standards.
- All work performed by the contractor will be guaranteed for the following periods:
  - a) 1 Year – general warranty for repairs to the home;
  - b) 2 Years – electrical, plumbing, and mechanical warranty (if such work is performed); and
  - c) 10 Years – structural warranty (if structural work is performed).

Such a warranty will be stipulated in the construction contract. For the specified period in the warranty, from the time of final inspection, the assisted homeowner may require the contractor to correct defects or problems arising from his or her work under this contract. Should the contractor fail to do so, the assisted homeowner may take any necessary recourse by contacting HRRP. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.

## Part 7 Construction

### 7.1 Overview

**Repair** is defined as non-emergency repair or renovation of a limited specified area or portion of a housing structure. Repair will also be defined as bringing rehabilitated portions of properties into compliance with local building codes, and the entire structure into compliance with HUD Minimum Property Standards (MPS) (or applicable Building Code being enforced), and Housing Quality Standards including compliance with Section 31 of the Federal Fire Prevention Control Act of 1974 and local building codes and standards.

The entire structure must also be in compliance with minimum property standards established by the program, which are based on HUD's Housing Quality Standards, Florida Green Building Code (where applicable), HUD Green Building Retrofit Checklist (where applicable), and all state and local code requirements.

Repair will be limited to stick-built and modular structures that have been deemed feasible for repair or MHUs that are less than five years old and have less than \$15,000 worth of scope (hard and soft costs combined) necessary to bring the property to program construction standards.

**Reconstruction** will be defined as the demolition, removal, and disposal of an existing housing unit and the replacement of that unit on the same lot, and in the same footprint, with a new unit that complies with the International Residential Codes (IRC) as required by Florida Building Code. The number of units on the lot may not increase and the total square footage of the original, principal residence structure to be reconstructed may not be substantially exceeded, however, the number of rooms in a unit may be increased or decreased.

**Replacement** is the demolition, removal and replacement of a damaged MHU with a new MHU in substantially the same footprint, or at a new location if the original damaged unit was on leased land and the MHU owner must relocate to a new property. Relocation of a new MHU will require additional environmental review.

**Elevation** will be conducted by means of pier and beam construction. Fill to achieve proper elevation height will not be eligible.

### 7.2 Lead-based Paint Disturbance and Mitigation

Contractors must ensure the following minimum requirements are met at all times:

- All sites are clean and protective covering is placed where required by applicable regulations during the renovation, especially when paint-disturbing activities are taking place.
- All workers on-site are to have proper certifications with them while on site.
- The Lead Renovator's certificate is required on-site at all times from the start of the renovation until the final lead clearance has been achieved.
- Ensure proper techniques are being used when performing paint disturbing activities.
- At a minimum, the following two items are required to be posted at all times to be seen clearly by anyone approaching the site and all workers until final lead clearance is achieved.

1. Environmental Protection Agency (EPA) RRP required warning signage in English and Spanish -



Example Signage

2. Occupational Safety and Health Administration (OSHA) required lead warning signage in English and Spanish



Example Signage

If site conditions are noncompliant, a stop work order will be issued until all issues are resolved and verified by program staff. The time the project is on hold will be included when calculating construction duration and is considered fault of the contractor. The stop all work order will also be taken into consideration when determining future assignments and participation in future projects.

### 7.3 Repair and Reconstruction Progress Inspections

HRRP will perform site visits for each repair project at the request of the contractor at pre-determined stages during critical construction activities as described in the Contract Execution Documents. These visits will occur after all required municipal code enforcement, and/or third-party inspections, have taken place.

### 7.4 Final Inspection and Warranty Information

The final inspection is used to verify that the work was done according to the plans and specifications and meets the program construction standards. Once construction has been completed, the contractor will request a final site visit to guarantee that all work outlined in the contract has been satisfactorily completed according to the appropriate state and local codes and standards and the home meets the

housing standards. The final site visit confirms that all work has been completed and been accepted by building code enforcement and/or third party inspectors including all items on a punch list.

Contractors must provide all warranties prior to the inspector signing a final inspection form. Photographs will be taken for documentation purposes. At this time, the homeowner will be provided instruction booklets and warranty information.

## **7.5 Re-inspections**

Should HRRP personnel observe any fault(s) during inspections, the contractor will be informed of the fault(s) and be provided a written report of the findings. When the contractor has remedied the fault(s), he may request a re-inspection to be performed. Failed inspections may result in the assessment of an additional fee to the construction contractor for re-inspection.

## **7.6 Change Orders**

Where additional work is necessary to make repairs or to correct unforeseen or dangerous conditions, the contractor will submit a Change Order consisting of a detailed description of the work needed, including quantities and location, the cost of such work, and the time necessary for such work to be completed to HRRP. Unless it is determined there exists an immediate health and safety danger, NO WORK SHALL BE AUTHORIZED until agreed upon in writing by HRRP. All Change Orders will be reviewed for cost reasonableness and eligibility.

## **7.7 Homeowner Responsibilities during Construction**

The HRRP will not be responsible for lost or damaged belongings of the homeowner that may have occurred during construction. The homeowner must secure or relocate his/her belongings until construction is complete.

- Upon signing the contract, the homeowner will have 30 calendar days to move out of the property and store any valuable personal property that might be damaged during the course of construction.
- The homeowner must arrange access to the property for building contractors providing construction services. If reasonable and timely access is denied to a building contractor who is attempting to make a good-faith effort to perform required repairs, the homeowner will be removed from the program.
- The homeowner is responsible for the security of his/her property and personal belongings. Movement, storage and security of personal property are the homeowner's responsibility.
- During construction the homeowner must not interfere in repair areas, and must make a reasonable effort to stay away from the construction zone.
- All debris, abandoned vehicles and buildings that pose a safety and/or health threat as determined by the local jurisdiction or person qualified to make such a determination, must be removed from the property prior to the start of construction. Homeowners must remove dilapidated personal property.
- The homeowner must provide all existing utilities as needed for use by the building contractor during construction.

## Appendix A HUD Income Limits

Family Income Limit Categories by County & Zip Code										
FY 2018 Income Limit Area	Median Family Income	FY 2018 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
			Persons in Family 1	2	3	4	5	6	7	8
Monroe County, FL	\$84,400	Very Low (50%) Income Limits (\$)	30,900	35,300	39,700	44,100	47,650	51,200	54,700	58,250
		Extremely Low Income Limits (\$)*	18,550	21,200	23,850	26,450	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	49,400	56,450	63,500	70,550	76,200	81,850	87,500	93,150
			Persons in Family 1	2	3	4	5	6	7	8
Brevard County	\$64,800	Very Low (50%) Income Limits (\$)	22,700	25,950	29,200	32,400	35,000	37,600	40,200	42,800
		Extremely Low Income Limits (\$)*	13,650	16,460	20,780	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	36,300	41,500	46,700	51,850	56,000	60,150	64,300	68,450
			Persons in Family 1	2	3	4	5	6	7	8
Broward County	\$65,700	Very Low (50%) Income Limits (\$)	28,300	32,350	36,400	40,400	43,650	46,900	50,100	53,350
		Extremely Low Income Limits (\$)*	17,000	19,400	21,850	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	45,300	51,750	58,200	64,650	69,850	75,000	80,200	85,350

Single Family and Mobile Home Housing Guidelines

		Persons in Family								
		1	2	3	4	5	6	7	8	
Clay County	\$69,900	Very Low (50%) Income Limits (\$)	24,500	28,000	31,500	34,950	37,750	40,550	43,350	46,150
		Extremely Low Income Limits (\$)*	14,700	16,800	20,780	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800
		Persons in Family								
		1	2	3	4	5	6	7	8	
Collier County	\$75,000	Very Low (50%) Income Limits (\$)	26,250	30,000	33,750	37,500	40,500	43,500	46,500	49,500
		Extremely Low Income Limits (\$)*	15,750	18,000	20,780	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	42,000	48,000	54,000	60,000	64,800	69,600	74,400	79,200
		Persons in Family								
		1	2	3	4	5	6	7	8	
Duval County	\$69,900	Very Low (50%) Income Limits (\$)	24,500	28,000	31,500	34,950	37,750	40,550	43,350	46,150
		Extremely Low Income Limits (\$)*	14,700	16,800	20,780	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800
		Persons in Family								
		1	2	3	4	5	6	7	8	
Hillsborough County	\$63,900	Very Low (50%) Income Limits (\$)	22,400	25,600	28,800	31,950	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)*	13,450	16,460	20,780	25,100	29,420	33,740	38,060	42,200*
		Low (80%) Income Limits (\$)	35,800	40,900	46,000	51,100	55,200	59,300	63,400	67,500

Single Family and Mobile Home Housing Guidelines

		Persons in Family								
		1	2	3	4	5	6	7	8	
Lee County	\$63,700	Very Low (50%) Income Limits (\$)	22,300	25,500	28,700	31,850	34,400	36,950	39,500	42,050
		Extremely Low Income Limits (\$)*	13,400	16,460	20,780	25,100	29,420	33,740	38,060	42,050*
		Low (80%) Income Limits (\$)	35,700	40,800	45,900	50,950	55,050	59,150	63,200	67,300
		Persons in Family								
		1	2	3	4	5	6	7	8	
Miami-Dade County	\$52,300	Very Low (50%) Income Limits (\$)	27,550	31,500	35,450	39,350	42,500	45,650	48,800	51,950
		Extremely Low Income Limits (\$)*	16,550	18,900	21,250	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	44,100	50,400	56,700	62,950	68,000	73,050	78,100	83,100
		Persons in Family								
		1	2	3	4	5	6	7	8	
Orange County	\$62,900	Very Low (50%) Income Limits (\$)	22,400	25,600	28,800	31,950	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)*	13,450	16,460	20,780	25,100	29,420	33,740	38,060	42,200*
		Low (80%) Income Limits (\$)	35,800	40,900	46,000	51,100	55,200	59,300	63,400	67,500
		Persons in Family								
		1	2	3	4	5	6	7	8	
Osceola County	\$62,900	Very Low (50%) Income Limits (\$)	22,400	25,600	28,800	31,950	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)*	13,450	16,460	20,780	25,100	29,420	33,740	38,060	42,200*
		Low (80%) Income Limits (\$)	35,800	40,900	46,000	51,100	55,200	59,300	63,400	67,500

Single Family and Mobile Home Housing Guidelines

		Persons in Family								
		1	2	3	4	5	6	7	8	
<b>Palm Beach County</b>	\$74,300	<b>Very Low (50%) Income Limits (\$)</b>	26,950	30,800	34,650		41,550	44,650	47,700	50,800
		<b>Extremely Low Income Limits (\$)*</b>	16,150	18,450	20,780		29,420	33,740	38,060	42,380
		<b>Low (80%) Income Limits (\$)</b>	43,050	49,200	55,350		66,450	71,350	76,300	81,200
		Persons in Family								
			1	2	3	4	5	6	7	8
<b>Polk County</b>	\$53,600	<b>Very Low (50%) Income Limits (\$)</b>	18,800	21,450	24,150	26,800	28,950	31,100	33,250	35,400
		<b>Extremely Low Income Limits (\$)*</b>	12,140	16,460	20,780	25,100	28,950*	31,100*	33,250*	35,400*
		<b>Low (80%) Income Limits (\$)</b>	30,050	34,350	38,650	42,900	46,350	49,800	53,200	56,650
		Persons in Family								
			1	2	3	4	5	6	7	8
<b>St. Lucie County</b>	\$60,500	<b>Very Low (50%) Income Limits (\$)</b>	21,200	24,200	27,250	30,250	32,700	35,100	37,550	39,950
		<b>Extremely Low Income Limits (\$)*</b>	12,750	16,460	20,780	25,100	29,420	33,740	37,550*	39,950*
		<b>Low (80%) Income Limits (\$)</b>	33,900	38,750	43,600	48,400	52,300	56,150	60,050	63,900
		Persons in Family								
			1	2	3	4	5	6	7	8
<b>Volusia County</b>	\$55,100	<b>Very Low (50%) Income Limits (\$)</b>	19,500	22,300	25,100	27,850	30,100	32,350	34,550	36,800
		<b>Extremely Low Income Limits (\$)*</b>	12,140	16,460	20,780	25,100	29,420	32,350*	34,550*	36,800*
		<b>Low (80%) Income Limits (\$)</b>	31,200	35,650	40,100	44,550	48,150	51,700	55,250	58,850

Single Family and Mobile Home Housing Guidelines

Family Income Limit Categories by Zip Code										
		Persons in Family								
		1	2	3	4	5	6	7	8	
32136 Flagler County	\$58,900	Very Low (50%) Income Limits (\$)	20,650	23,600	26,550	29,450	31,850	34,200	36,550	38,900
		Extremely Low Income Limits (\$)*	12,400	16,460	20,780	25,100	29,420	33,740	36,550*	38,900*
		Low (80%) Income Limits (\$)	33,000	37,700	42,400	47,100	50,900	54,650	58,450	62,200
		Persons in Family								
		1	2	3	4	5	6	7	8	
32084 32145 St. Johns County	\$69,900	Very Low (50%) Income Limits (\$)	24,500	28,000	31,500	34,950	37,750	40,550	43,350	46,150
		Extremely Low Income Limits (\$)*	14,700	16,800	20,780	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$)	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800
		Persons in Family								
		1	2	3	4	5	6	7	8	
32771 Seminole County	\$62,900	Very Low (50%) Income Limits (\$)	22,400	25,600	28,800	31,950	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)*	13,450	16,460	20,780	25,100	29,420	33,740	38,060	42,200*
		Low (80%) Income Limits (\$)	35,800	40,900	46,000	51,100	55,200	59,300	63,400	67,500
		Persons in Family								
		1	2	3	4	5	6	7	8	
33440 33935 Hendry County	\$46,200	Very Low (50%) Income Limits (\$)	18,250	20,850	23,450	26,050	28,150	30,250	32,350	34,400
		Extremely Low Income Limits (\$)*	12,140	16,460	20,780	25,100	28,150*	30,250*	32,350*	34,400*
		Low (80%) Income Limits (\$)	29,200	33,400	37,550	41,700	45,050	48,400	51,750	55,050

Single Family and Mobile Home Housing Guidelines

		Persons in Family								
		1	2	3	4	5	6	7	8	
33523 Pasco County	\$63,900	Very Low (50%) Income Limits (\$)	22,400	25,600	28,800	31,950	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)*	13,450	16,460	20,780	25,100	29,420	33,740	38,060	42,200*
		Low (80%) Income Limits (\$)	35,800	40,900	46,000	51,100	55,200	59,300	63,400	67,500
		Persons in Family								
		1	2	3	4	5	6	7	8	
33825 33870 Highlands County	\$43,800	Very Low (50%) Income Limits (\$)	18,250	20,850	23,450	26,050	28,150	30,250	32,350	34,400
		Extremely Low Income Limits (\$)*	12,140	16,460	20,780	25,100	28,150*	30,250*	32,350*	34,400*
		Low (80%) Income Limits (\$)	29,200	33,400	37,550	41,700	45,050	48,400	51,750	55,050
		Persons in Family								
		1	2	3	4	5	6	7	8	
34266 DeSoto County	\$42,300	Very Low (50%) Income Limits (\$)	18,250	20,850	23,450	26,050	28,150	30,250	32,350	34,400
		Extremely Low Income Limits (\$)*	12,140	16,460	20,780	25,100	28,150*	30,250*	32,350*	34,400*
		Low (80%) Income Limits (\$)	29,200	33,400	37,550	41,700	45,050	48,400	51,750	55,050
		Persons in Family								
		1	2	3	4	5	6	7	8	
32091 Bradford County	\$59,400	Very Low (50%) Income Limits (\$)	20,800	23,800	26,750	29,700	32,100	34,500	36,850	39,250
		Extremely Low Income Limits (\$)*	12,500	16,460	20,780	25,100	29,420	33,740	36,850*	39,250*
		Low (80%) Income Limits (\$)	33,250	38,000	42,750	47,500	51,300	55,100	58,900	62,700

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## Appendix B Affirmative Marketing Plan

The program is committed to affirmatively furthering fair housing through established affirmative marketing policies. Affirmative marketing efforts for the disaster funding will include the following:

- This Affirmative Marketing Plan, based on the U.S. Department of Housing and Urban Development (HUD) regulations, outlines the policies and procedures for housing activities. Procedures are established to affirmatively market units financed through the program. The procedures cover dissemination of information, technical assistance to homeowners, project management, reporting requirements and project review.
- The goal is to ensure that eligible persons from all racial, ethnic, national origin, religious, familial status, the disabled, special needs, gender groups and populations least likely to apply for assistance are given the opportunity to rehabilitate their primary residence which sustained damages due to Hurricane Irma and/or its after-effects.
- In accordance with the affirmative marketing policies and procedures, program participants will be informed about available opportunities and supporting requirements through counselors, printed and electronic materials, publications, direct contact, workshops/seminars and the placement of flyers/posters in public facilities.
- HRRP will conduct marketing through widely available media outlets, and efforts will be taken to affirmatively market the Rebuild Florida CDBG-DR program as follows:
  - a) Advertise with media outlets that provide unique access for persons who are considered members of a protected class under the Fair Housing Act.
  - b) Reach out to public or non-profit organizations and hold/attend community meetings.
  - c) Other forms of outreach tailored to reaching the eligible population, including door-to-door outreach if necessary.
- Applications and forms will be offered in English and other languages prevailing in the region. In addition, every effort will be made to assist Limited English Proficient homeowners in the application process.
- In addition, measures will be taken to make the program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), providing sign language assistance when requested (with three days' notice), and providing special assistance for those who are visually impaired when requested (with three days' notice).
- Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained and made available to the public upon request.
- HRRP will use the Fair Housing logo in program advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights under Fair Housing regulations.

## Appendix C Reconsideration/Appeal/Complaint Process

### RECONSIDERATION, APPEALS & COMPLAINT PROCESS

In accordance with 24 CFR 91 Citizen Participation Plan and 24 CFR 570.486(a) (7), the HRRP has developed the reconsideration, appeals and complaints process. Through the reconsideration process, applicants have a mechanism for requesting further review on a decision made on their file. Once exhausting the reconsideration process, should an applicant disagree with the result of the request for reconsideration, the decision of the HRRP can be further reviewed through an agency informal appeals process. Program policies are not appealable. In addition, citizens may file complaints- both formal and informal- which will be responded to in 15 working days.

Information about the right and how to file a reconsideration request, agency informal appeal and complaint will be printed in all guidelines and posted on the Rebuild Florida website, [www.rebuildflorida.gov](http://www.rebuildflorida.gov), in all local languages, s appropriate and reasonable.

#### **Program Reconsideration**

Throughout the process, decisions will be made on an application and/or project to be delivered. The decisions are made based on statutes, codes of federal regulation, local administrative code, state and local guidelines as they are interpreted by the Program. This policy guides the process for an applicant or contractor requesting program reconsideration of decisions made by the HRRP.

***Grounds to request reconsideration of a decision.*** Applicants who have applied for funding for disaster recovery may only request reconsideration of the disposition of a program decision on one or more of the following:

1. Eligibility items related to ownership, occupancy, storm damage, and property taxes.
2. Procedural error where the application was not processed by program staff in accordance with program policies and procedures
3. The amount of funding the applicant is eligible to receive
4. Duplication of Benefits estimates
5. Construction issues

A contractor may only request reconsideration for the issues related to draw payment or failure to meet benchmark construction deadlines.

***Reconsideration request of local program decision.*** A party requesting reconsideration must file a written request for reconsideration with the HRRP to request a review not later than 30 days after the date the action to be reconsidered has occurred or when notice has been provided. The written request must include specific information relating to the challenge of the HRPP decision. HRRP will acknowledge receipt of the request. HRRP will respond in writing to the request no later than 15-working days after the date of receipt of the request. The response may take one of the following actions:

1. Acknowledgment of receipt of the request for reconsideration and notification that the review of the applicant file may take longer than 15 working days;
2. Request for additional supporting documentation or information from the applicant;
3. Status of the investigation and estimated timeframe for decision; or
4. Final determination of the issue:

- a. Concur with the request and make the appropriate adjustments to the staff member's decision; or
- b. Disagree with the request and provide the basis for rejecting the request for reconsideration to the party.

Should an applicant disagree with the result of a request for reconsideration, the applicant will be provided with a notice of administrative right to appeal and instructions for the appeal process. In addition, applicants have the opportunity to file an informal appeal conducted by Department.

### **Appeals**

**DEO Informal Appeal:** Once exhausting the reconsideration process, should an applicant disagree with the result of the request for reconsideration, the decision of the HRRP can be further reviewed through an agency informal appeals process. A party requesting a DEO informal appeal must file a written request for informal appeal not later than 30 days after the date of the decision of reconsideration request or when notice has been provided. In an informal appeal, DEO will conduct investigations, as necessary. In addition, an informal appeals hearing will be held, as necessary. Normally, the informal appeals hearing will be held by telephone with all involved parties on a conference call. After a complainant files the request for a DEO informal appeal, the following events will occur:

1. A Notice of Hearing will be mailed, listing the date, time and contact information for the scheduled hearing
2. Once the appeal hearing is complete, a decision of the result will be distributed

**Formal Appeal / Notice of Administrative Appeals Rights:** Any person whose substantial interests are affected by DEO's determination has the opportunity for an administrative hearing pursuant to section 120.569, Florida Statutes. For the required contents of a petition challenging agency action, refer to rules 28-106.104(2), 28-106.20(2), and 28-106.301, Florida Administrative Code.

Depending on whether or not material facts are disputed in the petition, a hearing will be conducted pursuant to either sections 120.569 and 120.57(1), Florida Statutes, or sections 120.569 and 120.57(2), Florida Statutes. Pursuant to section 120.573, Florida Statutes, and Chapter 28-106, Part IV, Florida Administrative Code, mediation is available to settle administrative disputes. Any petition must be filed with the Agency Clerk within 30 calendar days of receipt of DEO's determination

If an applicant files a request for reconsideration or informal appeal, the requirement to timely file a petition challenging agency action will be tolled until a decision under either method is rendered by the Department. At that time a new appeal window will begin. No applicant will lose their rights under Chapter 120, Florida Statutes, by filing a request for reconsideration or request for informal appeal.

### **Uniform Relocation Act (URA) Appeals**

Tenants may appeal any case in which he or she believes that HRRP has failed to properly consider his or her application for assistance. This includes, but is not limited to, the tenant's eligibility for, or the amount of, a payment required for relocation assistance. The tenant must appeal HRRP decisions related to relocation assistance within 30 days of receiving a written determination from HRRP outlining the program's decision related to his or her eligibility for benefits or amount of benefits.

## **Complaints**

The goal of the HRRP is to resolve complaints in a manner that is both sensitive to the complainants concerns and to achieve a fair result. The HRRP will treat all complaints with respect, and respond to complainant inquiries as to the status of the complaint. The program will acknowledge each complaint received and provide a response within 15 working days, where practicable.

Information on how to file a complaint will be available at the program offices and included on printed materials as well as be available on the website.

### ***Informal Complaints***

Complaints that are brought forward verbally will be addressed where possible no matter the source. The mechanism to address this is to make certain the person is aware of the formal complaint process and/or address the complaint verbally. An informal complaint or complaints that do not have a contact will not be included in the complaint tracking system. Instead, informal complaints will be placed in an informal complaint file.

On an informal complaint the HRRP should:

1. Obtain all pertinent information, including the issue raised and if possible, the name of the complainant and a contact to obtain further information if desired. If no name or contact number is left, then that should be noted and placed in an informal complaint file—either electronic or hard copy.
2. The HRRP should review these complaints at least monthly to determine if there is a pattern developing and, if so, determine if the issue warrants a policy change or further training.

### ***Formal Complaints***

Formal complaints are any written statement of grievance—including e-mails, faxes or letters that provide a contact with whom program staff can communicate the results of an investigation. Any complaint that does not have a point of contact will be treated as an informal complaint. Any complaint forwarded to the HRRP from HUD will be considered a written complaint.

### **Required Documentation**

1. Every formal complaint will be included in a complaint tracking system and maintained as either an electronic or hard copy file. Formal complaints filed will include:
  - a) The name of the complainant and a contact address
  - b) The date the complaint was received
  - c) A description of the complaint
  - d) The name of any person contacted to resolve the complaint or to gather information to resolve the complaint
  - e) A summary of the results and the date of the response to complainant
  - f) An explanation of the reason the file was closed if the file was closed.
2. Once the complaint is in the tracking system the HRRP will determine if the complainant has standing. A complainant has standing when the complainant is an applicant, contractor or direct party and has a contact address. If a complainant has valid standing, the HRRP will perform the following steps:
  - a) Assign a control number to the complaint

- b) Review and/or investigate the complaint
- c) Once the complaint has been resolved, or if it needs more work than can be done at the local program level, refer the complaint to the appropriate office to seek resolution.
- d) Provide a copy of the final result to HRRP if applicable.
- e) Provide a copy of the policies and procedures relating to investigation and resolution to the complainant and to each person who is subject of the complaint.
- f) Notify the complainant of the results, or if longer than 15 days, provide a status of the review process.
- g) Close the complaint.

**Fair Housing Complaints**

Persons alleging a violation of fair housing laws will be referred to DEO's local contact and process to file a complaint. DEO will retain a log and record of all fair housing inquiries, allegations, complaints and referrals. In addition, DEO will report suspected non-compliance to HUD.