



# **TRANSFORM386**

**STRENGTHENING VOLUSIA'S FUTURE**

## **Rental Repair Program Policies and Procedures**

**Community Development Block Grant –  
Disaster Recovery**





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## Version History

Version	Date	Notes
1.0	May 15, 2024	Initial policy manual based on program model described in the Action Plan.

# 1.0 Overview

Hurricane Ian made landfall over Southwest Florida, on September 28<sup>th</sup>, 2022. Over the course of the next 48 hours, the storm proceeded to cut through central Florida along a Northeast trajectory, leaving a trail of destruction in its wake. Hurricane Ian's impact on Volusia County was devastating. Storm surge brought flooding between three and five feet above ground level to Volusia's coastal communities, while the storm's heavy rains inundated the county's inland population centers with 22 inches of rain in a 24-hour period. Nearly 115,000 households in the county lost power. Of the nearly 35,000 single family homes that suffered storm damage, over 4,700 had a foot or more of flooding.

On December 29, 2022, Public Law 117-328 was signed into law by the President of the United States, authorizing the U. S. Department of Housing and Urban Development (HUD) Secretary to allocate up to \$3 billion in Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to areas impacted by disasters in 2022. On May 18, 2023, HUD announced in the Federal Register (88 FR 32046), that it would be providing Volusia County with a total of \$329 million in CDBG-DR funding for “disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the “most impacted and distressed” (MID) areas resulting from a qualifying major disaster in 2021 or 2022.” In that same notice, HUD designated the entirety of Volusia County a MID area. These funds are designed to satisfy a portion of the unmet need that remains after other federal assistance, such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), National Flood Insurance Program (NFIP), or private insurance, has been allocated.

Volusia County was designated as the responsible entity for administering the CDBG-DR funds allocated to the county. In August 2023, the Volusia County Council created the Office of Recovery and Resiliency (ORR) to administer Volusia County's CDBG-DR funding and to oversee recovery operations. The CDBG-DR Action Plan provides a concise summary of the proposed programs and activities for use of the CDBG-DR funds in order to meet the unmet needs identified through the unmet needs assessment process. Volusia County's Action Plan allocates the CDBG-DR funds across different recovery programs, including single-family housing, rental housing, multi-family new construction, infrastructure, mitigation, and public services.

## 1.1 Definitions

**Application:** refers to execution of the security instrument at the Contract Signing Event. By this point, the applicant has been offered a rehabilitation pathway and has demonstrated compliance with all threshold eligibility requirements.

**Area Median Income (AMI):** Calculated limits based on HUD-estimated median family income with adjustments based on family size.

**Adjusted Gross Income (AGI):** defined as gross income minus adjustments to income for each household member over the age of 18.

**Case Management:** Working with individual survivors and their families to understand the Rental Repair Program's housing options, resulting in a clear and transparent determination of eligibility.

**Davis-Bacon Act of 1931:** (40 USC Part 3141 et seq.) and Related Acts – All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with the assistance received under this chapter shall be paid fair wages.

**Demolition:** The destruction, clearance, and proper disposal of buildings, improvements, and any other necessary items from an eligible property.

**Duplication of Benefits:** The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG- DR funding with respect to any part of a loss resulting from a major disaster as to which he/she has already received financial assistance under any other program or from insurance or any other source.

**Environmental Review:** All substantially eligible applicants must undergo an environmental review process. This process ensures that the activities comply with the National Environmental Policy Act (NEPA) and other applicable state and federal laws.

**Housing Incentives:** Incentive payments are generally offered in addition to other programs, to encourage households to relocate to a suitable area.

**Housing and Urban Development Act of 1968, Section 3:** Requires the Subrecipient to ensure that training, employment, and other economic opportunities generated by HUD financial assistance shall be directed to the greatest extent feasible and consistent with existing Federal, State, and Local laws and regulations, to low and very low-income persons. Recipients of Section 3-covered funding ensure compliance and the compliance of their contractors/subcontractors with the Section 3 requirements, as outlined in 24 CFR 135.32.

**LMI – moderate:** The moderate-Income category describes applicants with household income levels between 51% and 80% of the Area Median Income level.

**LMI – low:** The low-Income category describes applicants with household income levels between 31% and 50% of the Area Median Income level.

**LMI – very low:** The very Low-Income category describes applicants with household income levels between 0% and 30% of the Area Median Income level.

**Manufactured Housing Unit (MHU):** A structure, transportable in one or more sections which, in the traveling mode is eight body-feet or more in width, or forty 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 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. 24 CFR Part 3280.

**Medium Income:** medium income describes households between 81% and 120% of the Area Median Income. While such households are eligible for assistance, they cannot meet an LMI national objective.

**Reconstruction:** refers to the “demolishing of a housing unit and rebuilding it on the same lot in substantially the same manner.” From Subsection II.B.2.a of Appendix B of the May 18, 2023, Federal Register Notice. For purposes of this policies and procedures manual, “reconstruction” is synonymous with “replacement.”

**Site-built Home:** site-built home refers to any home that is built on a fixed foundation, whether it be made of brick or cinderblock construction or wood-frame construction.

**Subrogation Agreement:** An agreement executed by the beneficiary agreeing to repay or turn over to Rental Repair Program any duplicative assistance if they later receive other disaster assistance for the same purpose.

**Substantial improvement:** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or

(2) Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” 44 CFR 59.1.

**Substantial Damage:** refers to damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before damage occurred. 44 CFR 59.1.

**Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970**, as amended (Title 49 CFR Part 24) (Uniform Act referred to URA): Applies to all acquisitions of real property or displacements of persons resulting from Federal or federally-assisted program or projects. URA’s objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) acquisition or multi-family damaged/occupied activities that require the relocation of the tenants. A displaced person is eligible to receive a rental assistance payment that is calculated to cover a period of 42 months.

## 1.2 Purpose and Objectives

The purpose of the Rental Repair Program is to assist rental property owners who reside in Volusia County whose rental properties were damaged by Hurricane Ian. Under the Volusia County’s CDBG-DR Action Plan, assistance will be provided for the rehabilitation of rental properties. The program will focus on unmet housing needs in the rental market by providing safe, sanitary, and secure housing. The program will directly address the unmet housing need in Volusia County’s rental housing stock by providing housing rehabilitation services and/or reimbursement for repairs conducted by rental property owners of single-family structures (less than five attached units).

All proposed activities within the Rental Repair Program must meet one of the following HUD National Objectives: benefit low-to-moderate-income persons or to address an Urgent Need. The maximum award for eligible applicants are no more than two structures and no more than \$50,000 per rental unit. Based on this, an eligible rental property owner may receive a maximum of \$400,000 for two structures with four (4) units each. The Rental Repair Program will offer assistance in the form of directly repairing eligible structures and/or providing reimbursement awards for repair work completed by property owners prior to their application for rental housing rehabilitation assistance.

Participants in the Rental Repair program must have documented damage to their rental housing units as a result of the 2022 Hurricane Ian disaster and meet the following eligibility criteria:

- Own, or have an ownership interest in, both at the time of the disaster, and at the time of application and service, a structure that meets the definition of a single family housing unit or accessory dwelling unit (ADU);



- The property owner must be a resident of Volusia County at the time of application;
- The eligible structure must have been rented or available for rent at the time of application;
- The structure must have been damaged by Hurricane Ian and have a remaining unmet need.

Short term rental properties are not eligible for assistance through the Rental Repair Program. For purposes of the Rental Repair Program, a short term rental is defined as having a lease term that is less than six (6) months.

Rental property owners who receive assistance from the Rental Repair Program will be required to commit to providing affordable rental housing in accordance with HUD guidelines for a period of 20 years. The affordability requirement states that the property owner must lease the units to LMI households earning 80 percent or less of the American Median Income (AMI) and must lease the units at an affordable rent. Rent must comply with the maximum HUD HOME rent limits, which are the lesser of:

- The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
- A rent that does not exceed 30% of the adjusted income of a family whose annual income equals 65% of the AMI, as determined by HUD, with adjustments for number of bedrooms in the unit. The HUD HOME rent limits will include average occupancy per unit and adjusted income assumptions.

## 1.3 Process Overview

Rental property owners who participate in the Rental Repair Program can expect their case to progress according to the following five-step process:

1. **Preliminary Application Submission, Eligibility and Priority Determination:** The applicant will complete the intake process by submitting intake documents for preliminary eligibility determination. ORR will review the submitted documentation and make a preliminary eligibility determination.
2. **Damage Assessment and Initial Estimated Cost to Repair (ECR):** A damage assessment will be scheduled with the rental property owner after eligibility and priority status are confirmed. A damage assessment is a meeting in which initial inspections take place at a scheduled time. Damage assessments include:
  - a. Damage assessments,
  - b. Estimated Cost to Repair and/or Damage Repair Verification, and
  - c. Environmental questionnaire
3. **Duplication of Benefits Analysis:** ORR will verify any sources of assistance received by the applicant through third party verification. The verified duplication of benefit will then be incorporated into the applicant's final award calculation.
4. **Pathway Notification and Contract Signing:** ORR will provide eligible applicants with an award letter informing them that ORR intends on serving them, pending available funds, through repairing or reimbursing completed repair costs to their rental unit/(s). After the scope of work has been assigned to the Implementation Contractor, the applicant will review their construction options and sign a security instrument at the Contract Signing Event (CSE).

5. **Construction & Case Closeout:** Tenants will move their belongings out of the rental unit and temporarily relocate during construction. The Implementation Contractor may assign a general contractor to perform necessary construction work and will oversee the project. Once construction is complete, and the final inspection is passed, tenants will move back into their rental unit. The applicant's rental property will have a one (1) year warranty period following construction completion. After the warranty period has expired, the case will be officially closed.

## 1.4 Process Timeline

Once a rental property owner has submitted all required application documents, ORR will adhere to the following timeline for each step of case management. Unless otherwise indicated, all days are denoted in calendar days:

- Preliminary application submission to preliminary eligibility determination: 30 days
- Eligibility determination to damage assessment and environmental review completion: 30 days
- Estimated Cost of Repair to Duplication of Benefits (DOB) analysis completion: 15 days
- DOB analysis completion to pathway notification (if no DOB gap): 10 business days
- ORR mails commitment letter and schedules Contract Signing Event (CSE) no later than five days thereafter;
  - CSE shall occur no sooner than 14 days after commitment letter mailed and no later than 30 days after commitment letter mailed
- For rental property units that are currently occupied by a tenant household:
  - After the CSE is held, ORR will provide a minimum of 90-day notice to the tenant, specifying the date on which the tenant must move out of the property and an additional notice at least 30 days prior to the specified move-out date
  - ORR will assign the project to the IC at least 15 days prior to the tenant move-out date in order for the IC to initiate pre-construction work:
    - For repair/rehabilitation projects:
      - Permit applied for is no more than 5 days from IC assignment;
      - Portable storage unit delivered no more than 7 days after IC assignment;
      - ORR to issue Notice to Proceed no more than five days after tenant move-out
- For rental property units that are not currently occupied:
  - After CSE held, ORR to assign case to IC (at most two days), who will initiate pre-construction work:
    - For repair/rehabilitation projects:
      - Permit applied for is no more than 5 days from CSE;
      - Notice to Proceed issued no more than 15 days after CSE

- Construction start to construction completion:
  - For rehabilitation projects: 75 days
- Construction completion to end of warranty period and case close-out: 1 year (365 days)

Should circumstances arise that prevent either the IC or the property owner from meeting the above timeframes, the IC will contact ORR's APM for Construction or their designee to appraise them of the situation and document it in the System of Record (SOR).

## 2.0 Program Eligibility

Rental property owners who reside in Volusia County and own rental properties that were damaged by Hurricane Ian are eligible for Rental Repair Program assistance provided that they currently reside in Volusia County and that their rental properties were rented or available for rent at the time of the storm. Applicants will be required to provide complete, accurate, verifiable information regarding their residency, property ownership, and rental history to ORR's Project Coordinators during application intake. Failure to disclose complete and accurate information in a timely manner may affect applicant eligibility. Any applicant who deliberately submits inaccurate, incomplete, or false information in order to meet the eligibility standard will, at a minimum, be required to make full restitution to Volusia County. This includes forfeiture of a forgivable security instrument on the property.

Each preliminary application will be reviewed for the following eligibility and benefit determination criteria by ORR's Project Coordinator's during intake:

- Identity,
- Primary residency status,
- Rental history,
- Tenant household composition,
- Proof of damages sustained during Hurricane Ian,

Participants will be required to certify to all eligibility criteria and must sign an acknowledgment agreeing to the following false claims statement: "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001, and 31 U.S.C. 3729 and under applicable Florida law."

## 2.1 Intake

Volusia County residents will be applying for CDBG-DR housing assistance directly to the Rental Repair Program online at [transform386.org](http://transform386.org). Applicants will need to submit proof of identify, primary residency, property ownership, damage by Hurricane Ian, rental history, and tenant household composition and adjusted gross income. Additionally, applicants must authorize the Rental Repair Program to conduct a damage assessment and obtain 3rd-party data to verify any disaster related assistance that may be duplicative. Applicants may also be required to sign other documentation such as a communication designee form, discussed further in section 2.4 Rental Property Ownership, or Power of Attorney (POA) form, if applicable.

The Rental Repair Program will review documentation submitted by affected rental property owners to determine if the applicant meets the threshold eligibility criteria (primary residency in Volusia County, rental property ownership, evidence of rental availability at the time of the storm, damage by Hurricane Ian, tenant household composition and adjusted gross income) for assistance. ORR's Project Coordinators will attempt to schedule consultations with rental property owners from whom partial applications were received in order to obtain or clarify any missing eligibility documents.

## 2.2 Identification

To ensure compliance with the Volusia County residency and ownership requirements, the Rental Repair Program will confirm the identity of all rental property owner-applicants. Any conflicting

information will be reviewed by ORR Project Coordinators on a case-by-case basis. All applicants will be required to submit documentation to prove their identity. This documentation may include, but is not limited to, the following:

- Government-issued photo identification,
- Driver's license,
- Passport,
- Military ID card,
- Birth Certificate, or
- Certificate of Naturalization/Permanent Resident Card
- Social Security Card or submitted tax return with Social Security number.

## 2.3 Primary Residency

Applicant property owners must provide evidence that they currently reside in Volusia County. The Rental Repair Program will validate the applicant rental property owner's primary residency by verifying the applicant's address and "Homestead" status in the Volusia County Property Appraiser's database. Any conflicting information received or submitted will be reviewed by ORR on a case-by-case basis.

In those cases involving applicants who have not filed or have not yet been approved for Florida's property tax Homestead exemption despite having established permanent residence in Volusia County, the Rental Repair Program may consider additional types of documentation when evaluating permanent residency. Additional types of documentation that may be considered as proof of primary residency includes, but is not limited to, the following:

- Current driver's license or state-issued identification card showing the damaged home address and dated during the disaster time-period;
- FEMA correspondence to applicant demonstrating the applicant applied for and received FEMA IA (Individual Assistance) for the damaged property address (Letters from FEMA);
- Federal or state income tax return with primary residency (2023 returns for applicant or co-applicant);
- Government-issued identification with primary residence address issued prior to the date of the affected-storm, and expiring after the date of the affected-storm;
- Property Tax Homestead Exemptions for damaged property address (confirmed with county appraisal districts);
- Insurance documentation indicating the insured property matching the damaged property address as the primary residence;
- Utility bills for the home with the named applicant (major utilities, such as electricity, gas, or water with the service address matching the street address of the home);
- Vehicle registration or renewal for the impacted year or Certificate of Title issued for the vehicle in the impacted year with the applicant's name and damaged property address listed;

- Receipt of government benefits received for at least one month between the three months before or after the qualifying storm showing applicant's name and damaged property address (Examples include: Social Security, Medicare, LIHEAP, Medicaid, WIC, and Unemployment);
- Merchant's statement addressed to the applicant at the damaged home address and dated during the disaster time period (Examples include: merchant statements, credit card bills, delivery notices, or other first-class mail); or
- Employer's statement addressed to the applicant at the damaged home address and dated during the disaster time period (Examples include: pay stubs and similar documents)

Applicants who have not filed for Homestead protection must do so in order to proceed with their application. The above pieces of evidence will only be considered in the context of the threshold eligibility review while their Homestead application is being processed and no awards will be issued until a Homestead determination has been made by the Volusia County Property Appraiser.

#### **Primary Residency Verification Procedures:**

All documentation will be reviewed to ensure the documents include the applicant's name and their address, to reasonably substantiate that they are currently a Volusia County resident.

#### **Primary Residency Exceptions:**

Exceptions to this Policy include the following:

- An property owner that is/was in the United States military and was deployed outside of the United States may still qualify for an award as long as he or she was not renting the property to another person.
- A property owner who was temporarily living in a nursing home, assisted living facility or other medical facilities;

## **2.4 Rental Property Ownership**

All applicants must be able to demonstrate they had ownership/ownership interest in the rental property at the time of the disaster, and they are the current owner of the damaged property for which they are requesting assistance.

In all cases possible, the Rental Repair Program will validate applicant ownership of the property using nationally recognized third-party database services, such as FEMA/SBA/NFIP Data or Melissa Data, to expedite applicant processing. FEMA IA data that designates applicants as "Owner" will be considered verified. Any event of conflicting information received or submitted will be reviewed by the Rental Repair Program on a case-by-case basis.

In the event that applicant ownership cannot be confirmed through third-party data, applicants will be required to submit documentation to satisfy the ownership criteria. This documentation may include, but is not limited to, one of the following:

#### **A. MOST COMMON PROOF OF OWNERSHIP DOCUMENTATION:**

- Deed or Official Record for the rental property;
- Mortgage Payment Book or other mortgage documents;

- Real Property Insurance Policy; and/or
- Property Tax Receipts or Tax Bill documenting the applicant as the owner.

Alternative forms of ownership documentation that may be considered:

- Life Estate Deed: must show the applicant as the grantee of the property (if transferred upon the death of another - death certificate of prior owner required) and the person holding the remainder interest will be required to execute the buyout documents;
- Probated Will\Court Order\judgment granting applicant an ownership interest in the property;
- Divorce Decree - if ownership was obtained consequent to divorce the decree must specify the property was granted to the applicant;
- Contract for Sale/Deed (Rent to Own) – If the applicant purchased the property in a private owner sale via contract for deed/sale the contract must be satisfied and a warranty deed granting the property to the applicant must be recorded in the property records. The original contract and subsequent warranty deed are required; and
- Other documentation that will be reviewed and considered on a case-by-case basis.

#### **B. OWNER OF RECORD DECEASED:**

If the applicant is applying for a property where the owner on record recently died, the applicant may be eligible for assistance if they can demonstrate they have an ownership interest in the property. The applicant must submit one of the following items to prove an ownership interest in the rental property:

- A Probated Will for the deceased owner, which is legally enforceable, granting the property to the applicant in the estate administration; or
- An Heirship Affidavit that has been recorded in the property records that demonstrates the applicant is a direct heir to the property, accompanied by a copy of the deceased owner's death certificate (or a verified report from the Social Security Death Index), and the deceased owner's warranty deed or other proof to show the deceased's ownership of the property.

#### **C. OWNERSHIP BY TRUST:**

If any percentage of the damaged property was transferred to the applicant through a family trust by the prior owner of the property, a copy of the Trust document that has been recorded in the property records will satisfy the ownership requirement.

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

- Applicants who lost ownership of their rental property due to foreclosure or properties with an outstanding suit
- Properties located where federal assistance is not permitted. Properties must be in compliance with Environmental Code 24 CFR Part 58

#### **Mortgage Obligations**

The Rental Repair Program requires applicants to disclose circumstances that may affect their ownership of the rental property. Required Documentation:

- 3rd-party ownership information (preferred).
- Current mortgage/lien holder statement with company contact information (if applicable).

ORR will ensure the property is not in active foreclosure by verifying ownership status through 3rd party data feeds (title/ ownership verification process). In the event that clear ownership cannot be established, an applicant may supply mortgage statements showing the current status of payments for consideration.

### **Communication Designee**

The Rental Repair Program understands there may be circumstances when an applicant may prefer another individual to be able to assist with obtaining information, Program status, and being a secondary contact. Each applicant will be able to designate a third party to communicate with Rental Repair Program on their behalf by consenting to a communication designee on their application. A communication designee is authorized to make inquiries with Rental Repair Program officials regarding the status of an applicant's application. Communication designees are not authorized to sign documents or affidavits, nor make decisions on behalf of the applicant unless he or she also has Power of Attorney. Communication designees must always have the identification information necessary to prove their identity in their possession.

### **Power of Attorney**

Applicants may have circumstances that require an appointment of an individual (agent) as Power of Attorney, which gives another person the authority to act on their behalf in either specified or all legal or financial matters. The person receiving the power of attorney (agent) is the "attorney in fact" for the person giving the power.

There are multiple types of Power of Attorney to include: General (which covers all activities); Medical (can be used only for medical decisions and is not applicable for Program use); Special (limited to specific powers only); and Durable (generally covers all activities and is not affected by subsequent disability or incapacity of the principal). A power of attorney generally is terminated when the principal dies or becomes incompetent, but the principal can revoke the power of attorney at any time.

Any applicant or their agent may submit a signed and notarized Power of Attorney (POA) which will allow the agent the right to act in the same capacity as the applicant for all actions related to the application. In the event a Power of Attorney for an applicant is received, ORR staff will do the following:

- Review the document to determine the type of power granted (durable, limited, medical, etc.) to the named agent, and that it has been signed and notarized;
- Obtain contact information for the agent with POA and a copy of valid identification for placement in the applicant file; and
- Secure or make a physical or electronic copy of the Power of Attorney to be maintained with the applicant file.

## **2.5 Rental Availability of Property at Time of Storm**

Applicant rental property owners must demonstrate that the structure was rented or available for rent when Hurricane Ian made landfall on September 28<sup>th</sup>, 2022. Rental property owners may demonstrate that the property was rented or available for rent through the following:



- An executed lease agreement;
- An active listing indicating that the property was available for rent dated at or prior to September 28, 2022.

Other documentation that demonstrates rental unit availability at the time of Hurricane Ian may be reviewed on a case-by-case basis by the Special Case Panel (see Section 10.2).

## 2.6 Prioritizing Vulnerable Populations

The Rental Repair Program will prioritize rental property owners that served Section 8 tenants or other subsidized tenants at the time of the disaster in the unit seeking assistance and rental property owners currently serving Section 8 or other subsidized tenants.

## 2.7 National Objective

The Rental Repair Program must ensure that tenant households are low-to-moderate income with a total household adjusted gross income that does not exceed 80% of Area Median Income (AMI), adjusted for family size, in accordance with the income levels established by HUD. Eligible applicants to the Rental Repair Program will be required to sign a security instrument upon award notification in which they will commit to maintaining affordable rents in accordance with HUD HOME guidelines for a period of twenty years. Volusia County will conduct periodic monitoring of Rental Repair Program participants to ensure that benefitted units are rented at affordable rates for the duration of the affordability period.

In addition to maintaining affordable rents, participating property owners will be required to submit verification of tenant household income within thirty (30) days of the tenant household moving into the rental unit upon construction completion. Additionally, property owners will maintain affordable rents in accordance with the terms in Section 8.1, Long Term Compliance.

## 2.8 Tenant Household Composition

The Rental Repair Program must verify the household composition of the tenants currently residing in the rental unit in order to provide tenant relocation assistance in accordance with Uniform Relocation Act (URA) requirements (see Section 6.6, Tenant Relocation Assistance & URA). 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. Household members are all persons (minors and adults) who are living in the damaged property.

## 2.9 Disaster Damage

In order to receive rental repair assistance, the applicant's rental property must have sustained damage by Hurricane Ian. Disaster damage is defined as rain, wind, and/or flood damage received as a direct result of Hurricane Ian to the damaged property in September 2022 plus subsequent damage related to the original damage. Using a 2-Phase process, the Rental Repair Program will determine if a property received damage from the disaster.

### Phase 1

Applicants will provide a reasonable confirmation of damage to their property from the disaster at the threshold eligibility verification stage. Verification of a benefit paid to the applicant for damage to their property will be attempted using third party data in an attempt to expedite the determination process. A data search for information will be conducted, but not limited to, the following items:

- FEMA (3rd party data match will suffice to prove damage, no other documentation is needed);
- SBA (3rd party data match will suffice to prove damage, no other documentation needed); or
- NFIP (3rd party data match will suffice to prove damage, no other documentation needed).

If no match is identified through the displayed data searches, applicants may submit documentation that verifies their property received damage from the disaster. This documentation may include, but is not limited to, one of the following items:

- FEMA claim letter for housing repair demonstrating payment for structure damage;
- SBA loan documentation demonstrating payment for structure damage;
- NFIP claim payment for structural damage;
- Private insurance claim paid for structural damage;
- Litigation payment resulting from a denied insurance claim or potential payment due to pending litigation; or
- Photos submitted by the applicant, and attested to as disaster-damage, as part of the application.

The purpose of the Phase 1 damage validation is to reasonably confirm applicant eligibility in advance of the on-site damage inspection (Phase 2).

## Phase 2

A Damage Assessor will perform a damage assessment complete with photos and a written report to confirm and assess damage to the property. If disaster-related damage to the property cannot be confirmed by the damage assessment and the applicant is unable to provide documentation to reasonably confirm damage, the property will be deemed ineligible for assistance.

## Reimbursement

Applicants may also receive reimbursement for damage repairs financed by them in the aftermath of the storm. Repairs must have been initiated prior to applying to ORR for assistance and completed prior to the Damage Assessment. Repair work will be substantiated by the Damage Assessor, who will produce a Damage Repair Verification. For additional information regarding reimbursement, please see Section 5.0, Reimbursement for Pre-Application Repair Costs.

## 2.10 Structure Type

The Rental Repair Program will only provide assistance that goes towards the rehabilitation of the primary structure of a site-built (i.e., wood-frame or cinderblock constructed) structure with no more than four attached units. The Rental Repair Program will not provide rehabilitation assistance for manufactured housing units (MHU) or to non-primary structural assets located on the property such as sheds, fences, or bulkheads.

ORR will not provide rehabilitation assistance to properties which are commercial in nature or are offices or warehouses which have portions converted to living space. If the damaged property is anything other than these structure types listed above, the applicant will be referred to the Special Case Panel (SCP) and a determination as to whether assistance can be provided will be made. For additional information regarding the SCP, see Section 10.2.

## 2.11 FEMA Non-Compliance

Applicants who previously received federal disaster assistance and were required to maintain flood insurance in accordance with National Flood Insurance Program (NFIP) requirements and who are 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 CDBG-DR assistance. An applicant is FEMA non-compliant if they failed to obtain and maintain flood insurance after receiving federal funding for a previous disaster.

NFIP compliance is verified by reviewing FEMA IA eligibility codes in the federal dataset for Hurricane Matthew, Hurricane Ian and Hurricane Nicole. Any records with ineligible code “NCOMP - non-compliant with Flood Insurance Requirement” or “NPND - NFIRA - Non-Compliance” are FEMA non-compliant applicants and therefore ineligible for program assistance.

The entire FEMA IA dataset for 2016’s Hurricane Matthew, and 2022’s Hurricane Ian and Nicole will be reviewed for the applicable eligibility code to identify non-compliant households. The FEMA registrant numbers for the non-compliant households are cross-checked against the FEMA registrant numbers for the CDBG-DR applicant universe to ensure that no ineligible applicants are served.

## 2.12 Non-responsive Applicants and Inactive Cases

There are a variety of other reasons why an applicant may not receive service. These include, but are not limited to, incomplete documentation, unpaid taxes, unclear title, or an inability to contribute DOB Gap funding. Applicants that fail to correct the following issues within the timeframe allowed, will have their case moved to inactive status. All applicants that have inactive cases due to the reasons below, will be notified in writing that their case will be closed if the issue is not resolved within 30 days. Applicants whose cases have been closed for one of the reasons below will have an opportunity to appeal in accordance with the appeal procedures in Section 9.3, Appeals.

Issue	Moved to an inactive status after (business days):	Inactive cases closed if not resolved within (calendar days):
Failure to submit required eligibility documents	15 days	30 days
Unpaid taxes	30 days	30 days
Title or heirship issues that prevent construction permitting	15 days	30 days
Duplication of benefits requiring applicant funds	30 days	30 days
Unpaid utility bills that prevent construction monitoring	30 days	30 days
Outstanding code enforcement fee and/or penalty	30 days	30 days

Any other applicant issue that prevents construction	45 days	30 days
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Please note that the time limits stated above do not apply to any case in which construction has begun. Such cases must be brought to Special Case Panel (SCP) for adjudication. Any applicant that receives the written notification that their case will be closed may appeal that decision or provide the necessary documentation, within the allotted 30-day time period. Once the 30-day time frame has expired and the case has subsequently closed, the applicant may not submit an appeal.

## 2.13 Denials

Any application that is denied by a Project Coordinator during the intake and eligibility review phase, whether due to lack of eligibility or non-responsiveness, must be reviewed by the Disaster Case Management Lead and the Operations Manager. Prior to notifying the applicant that their request for assistance has been denied, the Operations Manager will present the Director of the Office of Recovery and Resiliency with a list of applications that have been denied and the reason for denial for final review. Once the Director of the Office of Recovery and Resiliency has approved the applications for denial, the Project Coordinators will contact the applicant via phone and notify them of the denial. The Project Coordinators will then email the applicant a denial notification that states the reason for the denial and informs them of any appeal measures they may take.

## 3.0 Damage Assessment

This section is designed to give an overview of the damage assessment process and to provide the Damage Assessor (DA) with an inspection protocol for the damage assessment, which will be used to create an Estimated Cost of Repair (ECR) for applications seeking rehabilitation and/or a Damage Repair Verification (DRV) for applications seeking reimbursement for work completed prior to application. For applications for rehabilitation, the ECR serves as the basis for the Scope of Work and is critical for determining the final award value.

### 3.1 Process Overview:

The process that ORR and the Damage Assessors will follow to complete the ECR is as follows:

- Applicants will sign a Right of Entry form during the application/intake process.
- A staff member from the Office of Recovery and Resiliency (ORR) will call the applicant to schedule the site visit with the Damage Assessor and a member of ORR with a minimum of a three day/72-hour notice. ORR will schedule and track the damage assessment in the System of Record (SOR).
- The purpose of the site visit is to gather required documentation for the Environmental Tier 2 assessment, verify storm damage, verify completed repair work, and produce an Estimated Cost of Repair (ECR) that quantifies the work needed to repair, replace or rebuild the applicant's structure and, if applicable, work that has been completed by the applicant prior to the damage assessment.
- The DA must ensure that the ECR takes into account all local building code requirements as well as the Rental Repair Program's Housing Quality Standards (HQS) (see Appendix A, ORR Housing Quality Standards).
- The DA will use Xactimate estimating software to produce the ECR. If the property owner completed repairs to the property prior to the damage assessment, the Estimated Cost of Repair will also include a Damage Repair Verification (DRV) sub-section.
- Each Damage Assessor's Xactimate software will be uploaded with the approved universal price list including sales taxes and overhead and profit to ensure that consistent and correct pricing is used throughout the project.
- After a complete exterior and interior room-by-room assessment of the dwelling has been completed, the DA will record the quantities of eligible and damaged items throughout the structure and will produce an ECR that determines what will be needed to repair the house in accordance with program policies.
- The DA will review documents for overall accuracy prior to submission to ORR, ORR's APM for Construction or their designee will review for completeness.
- ORR will conduct a Duplication of Benefits Analysis to determine the award amount.
- The Implementation Contractor (IC) will review the ECR and confirm with ORR the equivalent reconstruction cost so that ORR may conduct a feasibility analysis to determine which rehabilitation pathway is appropriate.

## 3.2 Damage Assessment Procedures:

- a. INSPECTORS ARE NOT TO PLACE THEMSELVES IN HARMS WAY DUE TO UNSAFE CONDITIONS OR HAZARD (refer to the example of Hazardous Conditions sub-section below). If unsafe or hazardous conditions exist, the inspector is to document the condition via photographs taken from a safe area, and in the coversheet narrative section summarize the unsafe existing conditions. Do not continue with the inspection. Document as much of the premises as possible with photographs and inform ORR's APM for Construction or the IC of the unsafe conditions. A determination of how to proceed will be made either ORR or the IC.
- b. Upon receipt of a work order for inspection, the Damage Assessor (DA) is to familiarize themselves with the route(s) required to allow for adequate travel time to arrive at the applicant's dwelling in a timely fashion.
- c. ORR staff will confirm the time of the site visit with the property owner and accompany the Damage Assessor during the visit.
- d. The DA and at least one member of ORR's staff will arrive at the applicant's property at the scheduled time and date, present his/her photo ID badge, explain the purpose of the visit, and provide a brief overview of the assessment process.
- e. The DA will complete the environmental questionnaire and document the description of the structure inclusive of the roofing type, exterior building envelope type, floor plan and square footage, electrical system size, electrical breaker type, electrical wiring type, plumbing system type, domestic water distribution piping type, water utility type (public service or well), gas utility type (public service or tank), sewer service (municipal service, septic tank or wastewater treatment plant), and Heating/HVAC system.
- f. If the sewer service is determined to be a septic system, then the Damage Assessor must assess the existing system and determine if it needs to be replaced and provide a written report.
- g. The DA will observe each space within the rental unit to identify damages and repair items to produce an Estimated Cost of Repair (ECR).
- h. Photographs will be taken in each space of the dwelling and its exterior to adequately document the existing condition of each scope item that is determined. The importance of good quality photographs in the damage assessment cannot be overstated. These photographs provide important historical context for the project and a tool to produce a good initial ECR. The following list is a basic list of features/areas to photograph. The list is not meant to be all-inclusive. Photograph all listed items/areas, but do not limit photographs to those listed. Damage assessments are our first look at a property and more photographs provide a more complete assessment of the rental unit's condition. More is always better, and when in doubt, photograph. The Damage Assessment photos requirements are:

- i. **Elevations:** Photograph all elevations at a distance great enough to view entire elevation (front, rear, left, and right). Note that multiple photos may be required if the elevation is extremely wide or has unusual features such as alcoves, garages, etc.
- ii. **Home siding:** Photograph general condition of and all damages to brick, block, vinyl, aluminum, wood, composite, stucco, etc. to include holes, peeling/chipping paint, termite damage, rot, etc.
- iii. **Foundation (exterior):** Photograph any visible skirting, brick, block, stone, or other material used to enclose the crawlspace.
- iv. **Roof:** Photograph all areas of the roof at a distance and photograph any damaged areas close up. Also, provide a photograph of the pitch reading(s). Pay special attention to (and photograph) the junction of chimney and roof, any valleys, hips, or other unusual roof features. Photograph all fascia and soffits.
- v. **Attic:** Photograph all areas of the attic to include corners, insulation (or lack thereof), areas hidden behind chimneys, rafters, ventilation, plumbing exhausts, air handlers (if applicable), ductwork, water damage, fire damage, sheathing (if visible), etc. The only exception to providing extensive photos of the attic is if the attic is not accessible (no access door). The inability to photograph the attic must be adequately explained in the damage assessment narrative.
- vi. **Additional Exterior:** Photograph any gas meters, rain gutters, downspouts, missing drip edge, faucets, chimneys, doors, windows, stairs, steps, porches, railings, balconies, driveways, walkways, encroaching trees or bushes, apparent drainage issues, well pumps, wellheads, expansion tanks, standing water, fences, sheds, other structures, or other features which might affect the home not separately listed here.
- vii. **Crawlspace (including basements):** Photograph all areas of the crawlspace (not just from the door/access) to include the corners, insulation (or lack thereof), ductwork, visible sill plates, joists, rim joists, piers, condition of foundation walls, subflooring (if insulation is missing in any area), standing water, evident termite damage (active or inactive), any HVAC equipment, water heaters (traditional or continuous), drain lines, water supply lines, electrical wiring, or other features not covered here. The inability to photograph the crawlspace must be adequately explained in the damage assessment narrative.
- viii. **Electrical:** Photograph the electrical panel(s), meter, light switches, electrical outlets (notate distance from water source as needed), and any exposed wiring (crawlspace, attic, open walls, etc.).
- ix. **Garage:** General interior photos are needed. Additionally, photograph any damages to the ceiling or shared wall with living space wherein a rodent might gain access to the living space, crawlspace, or attic.

- x. **Plumbing:** Photograph all fixtures (toilets, faucets, ice maker lines, water heaters, tubs, showers, vanities, hot and cold supply lines, drain lines (beneath sinks), dishwasher lines, garbage disposal lines, etc.
  - xi. **HVAC:** Photograph all heating, ventilation, and air conditioning equipment to include package units, split systems, gas packs, electric heaters, window units, baseboard heaters, heat pumps, condenser units, air handlers, mini-split units, and any type not covered here. Photograph serial number plates to determine age of equipment.
    - 1. Inspectors must obtain a visual verification of conditions inside the ductwork in order to confirm whether microbial growth may exist.
    - 2. Visual verification should be based on directly observable indicators of microbial growth, and, if applicable, verbal confirmation from the applicant property owner.
  - xii. **Appliances:** Photograph all appliances to show condition or any damages prior to construction.
  - xiii. **Interior:** Photograph all rooms to include an overview, all walls, flooring, ceilings, visible water stains or separating drywall joint tape, ceiling/wall junctions, corners, wall/floor junctions, visible holes (walls, ceilings, floors), flooring trip hazards or soft flooring, windows, doors, cabinets (including photos under sinks), vanities, closets, ceiling or wall light fixtures, ceiling fans, thermostats, fireplaces, stove exhaust fans/hoods, bathroom exhaust fans, smoke or carbon monoxide detectors, or any other feature not listed here.
  - xiv. **General:** Any feature or area not covered above.
    - i. Reference photos from the street are also required,
    - j. Exterior photos with address verification (house number on porch or mailbox) are also required,
    - k. The DA will measure and provide a sketch of the entire structure including each room or space in the house.
    - l. The on-site damage assessment will be complete once all damages are observed, measured, and quantified.
    - m. Once the on-site damage assessment is complete, the DA will upload the ECR into the SOR and the case will proceed to Duplication of Benefits (DOB) Analysis.
2. Environmental:
- a. The Damage Assessment will also include a questionnaire of environmental site conditions for purposes of completing the Tier 2 Environmental Site Review and assessing environmental factors that may affect construction. In order to complete the questionnaire, the Damage Assessor will photograph and note the presence of the following:
    - i. What is the elevation of the residence in relation to the crown of the road.



- ii. Are there any visual signs of a toxic or solid waste landfill site in proximity of the proposed project location?
- iii. Is there evidence of an any storage tanks on site?
  - 1. If yes, indicate the following:
    - a. Tank type; underground or above ground
    - b. Tank size
    - c. Tank content
    - d. Is the tank active or inactive; if inactive, has it been properly abandoned?
- iv. Are there any visual signs of possible contamination of soil at the proposed project location?
- v. If the structure was constructed before 1989:
  - 1. Are there any visual indications of possible asbestos containing material in the proposed work area(s)?
- vi. If the structure was constructed before 1978:
  - 1. Are there any visual indications of possible lead-based paint in the proposed work areas?
- vii. If the proposed project involves possible replacement, re-construction, or substantial exterior rehabilitation:
  - 1. Are there any visual signs of bald eagles' nests on or within proximity to the proposed project location?
  - 2. Are there any visual signs of potentially endangered species or habitats on the proposed project location?
    - a. Examples include, but are not limited to: gopher tortoise, eastern indigo snake, everglade snail kite, red-cockaded woodpecker, Florida bristle fern, aboriginal prickly-apple, chapman rhododendron, Florida leafwing butterfly, gray bat, etc.
- viii. Does the structure appear to be located within a wetland?
  - 1. Is there evidence of standing water, such as a pond or stream, located on the site?
  - 2. Does the subject lot have water frontage?
- ix. If the structure is more than 50 years in age, or located in a known Historic District:
  - 1. Are there any visual signs that the structure may hold historical significance?
  - 2. Please be sure to provide streetscape photos in panoramic views beginning from the front view of the structure rotating clockwise.

- b. Repair items that have the potential to disturb asbestos or lead-based paint should be photographed and noted in the environmental questionnaire. If additional testing and abatement work are necessary, they will be included in the Estimated Cost of Repair.
    - i. Any required encapsulation or abatement of Lead Based Paint should be included in the Estimated Cost of Repair and included in the final Scope of Work.
3. Unsafe Entry:
- a. If unforeseen circumstances arise and a dwelling is deemed unsafe for entry by verbal advice of the applicant or by visual confirmation of the DA, photos of the exterior will be taken only and the Damage Assessment will be rescheduled. A short narrative describing the unsafe conditions should be included in the narrative of the ECR.

### **3.3 Hazardous Conditions Sub-Section:**

Inspectors are to be cognizant of any hazardous conditions observed and should take precaution during the inspection so as not endanger themselves or anyone else on the premises. Examples of hazardous conditions include, but are not limited to:

- Low headroom ceiling, damaged or failing framing
- Fallen trees on the structure
- Subflooring removed or open floor joists
- Presence of extreme suspected mold or toxic substances
- Debris
- Electrical hazards
- Severely damaged or undermined foundation
- Aggressive pets
- Crumbling foundation
- Dead/live animals, vermin and/or insect infestation (termites, carpenter ants, carpenter bees)
- Aggressive neighbors
- Visibly observed weapons
- Condemned signs affixed
- Contaminated soil
- Poison ivy or other toxic plants impeding assessment
- Suspected asbestos (chipping, friable or converts to dust), heating pipes, siding (clapboards, shakes), floor tiles (usually 9 x 9), some sheet flooring (may be able to tell from the backing), fireplace flues, duct work, ceiling and wall tiles.

## 4.0 Duplication of Benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C.5155) prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster for which he or she has received financial assistance under any other Program or from insurance or any other source. CDBG-DR funds issued through Volusia County may not be used for any costs when other disaster recovery assistance was previously provided by another source for the same purpose.

The Stafford Act directs administrators of Federal assistance to ensure that no person, business, or other entity will receive duplicative assistance and imposes liability to the extent that such assistance duplicates benefits available to the person for the same purpose from another source. The amount of duplication is the amount of assistance provided in excess of need. (Federal Register/Vol.76, No. 221/Wednesday, November 16, 2011). The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) requires that recipients of federal disaster recovery funding make certain that no "person, business concern or other entity" will receive duplicative assistance. A Duplication of Benefits (DOB) occurs when:

- A beneficiary receives assistance;
- It comes from multiple sources (examples: private insurance, FEMA, NFIP, non-profits, etc.); and
- The total assistance amount exceeds the need for a particular recovery purpose

In accordance with the Stafford Act, the Rental Repair Program will use the following framework to assure that any funds provided by ORR are not a DOB:

1. Identify the total need for assistance prior to any assistance being provided;
2. Identify all potentially duplicative assistance received or to be received;
3. Deduct assistance determined to be duplicative;
4. Determine the maximum eligible award;
5. Determine the Program Cap (if applicable); and
6. Determine a Final Program Award.

### Basic Framework for Calculating Disaster Recovery Awards

*Amounts in calculation table below are for example purposes only and do reflect actual award amounts.*

1. Identify Applicant's Total Need Prior to providing assistance	\$100,000
2. Identify all potentially duplicative assistance	\$35,000
3. Deduct assistance determined to be duplicative	\$30,000
4. Determine the maximum eligible award (item 1 less item 3)	\$70,000
5. Determine the Program Cap (if applicable), and	\$100,000
6. Determine final program award (less of items 4 and 5)	\$70,000

Eligible applicants may have received assistance from other sources. 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, the Rental Repair Program must take into account certain aid received by applicants in determining the amount of assistance which can be granted. The

following are sources of funding assistance provided for structural damage and loss that may be considered a DOB and under federal law must be deducted from the assistance provided:

- FEMA Individual Assistance for Structure (IA);
- FEMA National Flood Insurance Program (NFIP) and/or Increased Cost of Compliance (ICC);
- Private Insurance;
- Small Business Administration (SBA);
- Charity; and/or
- Any other funding source that may duplicate assistance.

### **Recapture Duplication of Benefits**

If a duplication of benefits is identified after an award is issued, ORR will attempt to recapture funds to the extent they are in excess of the need and duplicate other assistance received by the beneficiary for the same purpose. For additional information, please see Section 9.5, “Violations of Requirements and Recapture.”

### **Sources of Duplication of Benefits**

The following are sources of funding assistance provided for damage and loss that may be considered a DOB. Under federal law DOB must be deducted from the assistance amount (the amount that will be offered for assistance to the home): FEMA Individual Assistance (IA), FEMA National Flood Insurance Program (NFIP), Private Insurance, Small Business Administration (SBA) and other sources. Assistance received in the form of services instead of money, for home repairs from any source is not considered a duplication of benefits. Any additional duplication of benefits received by the applicant after the offer of assistance has been extended, the funding for the assistance to the home has been awarded or the assistance has occurred, must be applied to reduce the award amount. Funds received from any source including flood insurance, FEMA, and hazard insurance that were used to cover repair to the applicant’s home do not reduce the amount of disaster assistance if the evidence of expenditures at least equals the amount of assistance. Documentation must be provided demonstrating the cost and type of repair conducted. The Rental Repair Program will conduct a work write-up that will inspect, confirm, and estimate value of repairs based upon the applicant’s statement of repair work already completed.

### **Subrogation of Funds**

All applicants will be required to sign a Subrogation Agreement as a part of participating in the Rental Repair Program. Applicants must subrogate any additional funds received for damage caused by the disaster back to Volusia County. **CDBG-DR funding must be funding of last resort**, and if additional funds are paid to an applicant for the same purpose as the housing assistance they receive through CDBG-DR funding after Volusia County has completed rehabilitation of the rental structure, those funds must be returned to the Volusia County Office of Recovery and Resiliency.

If it can be established that an applicant has an additional need, the subsequent funds would not be considered a DOB (76 FR 221, 71062). However, if an additional need is not demonstrated, disaster recovery funds must be recaptured to the extent they are in excess of the need and duplicate other assistance received by the applicant for the same purpose. If CDBG-DR funds were provided last and unknowingly create duplication, the method of recapturing those CDBG-DR funds will be consistent with HUD 2 CFR 200.

## **FEMA Individual Assistance (FEMA IA)**

FEMA IA will be determined and verified by ORR through the FEMA database. If ORR is unable to verify the FEMA IA amount through the FEMA database, then they will use the payment amount provided by the applicant at the time of application. If an applicant is able to provide documentation demonstrating that the FEMA IA amount provided by the FEMA database includes amounts not paid to cover damage to the primary structure, ORR will use the documentation provided by the applicant to adjust the FEMA IA payout amount. The documentation provided by the applicant must come from FEMA.

As property owners in Volusia County who were impacted by Hurricane Ian (disaster declaration 4673) may have also experienced damage caused by Hurricane Nicole (disaster declaration 4680), the Office of Recovery and Resiliency will also review FEMA IA data pertaining to Hurricane Nicole during its DOB review.

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

ORR will check all applicants for NFIP to verify whether they maintained flood insurance. Any payments for loss to the dwellings under NFIP insurance policies are deducted from the amount the applicant is eligible to receive. Payments for contents or other expenses are not deducted from the applicant's award.

The payment to applicants under NFIP policies will be determined and verified by ORR through the FEMA database and cross-referenced with other applicable data. If ORR is unable to verify the NFIP insurance proceeds through the NFIP database, ORR will use documentation supplied by the applicant. If an applicant is able to provide documentation demonstrating that the insurance proceeds amount provided by the FEMA database includes items not covered in the home evaluation or not paid to cover damages to the primary structure, ORR will use the documentation provided by the applicant to adjust the insurance payout. The documentation provided by the applicant must come from the insurance company which issued the payments.

As property owners in Volusia County who were impacted by Hurricane Ian (disaster declaration 4673) may have also experienced damage caused by Hurricane Nicole (disaster declaration 4680), the Office of Recovery and Resiliency will also review NFIP data pertaining to Hurricane Nicole during its DOB review.

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

The Rental Repair Program will determine the duplication of benefits regarding Increased Cost of Compliance (ICC) funds for elevation and/or demolition activities.

If severe property damage occurs as a result of flooding, before repair or rebuild activities can occur, it may be required by law that the damaged property meet community ordinances and/or state floodplain management standards. ICC coverage provides funding to help cover the costs of meeting those requirements with the intent aimed at reducing future flood damage. ICC coverage is separate from and in addition to insurance coverage that provides for structural or personal flood damage repairs.

## **Private Insurance and Wind Insurance**

All private insurance settlement amounts for loss to dwellings are considered a DOB and may reduce the amount of assistance for which an applicant may be eligible. Private insurance payments for anything other than the damaged structure (contents, fences, storage sheds, etc.) are not deducted from the applicant's award. Applicants must submit the following:

- Validated external data-source information;
- Insurance Policy Declarations page; and
- Insurance award or claims letter (if applicable) and insurance/benefit certification.

Insurance proceeds are determined and verified by the Rental Repair Program by contacting the insurance company and verifying proceeds if confirmed data is unavailable from a third-party data source. If ORR is unable to obtain a response from the insurance company within two weeks, it will use the amount provided by the applicant on the insurance/benefit certification.

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

SBA loan proceeds available to the applicant are DOB. Any proceeds available for repair to the dwellings less any verifiable expenditures used for temporary repairs to the dwelling under Small Business Administration Disaster Assistance are deducted from the amount the applicant is eligible to receive. Payments for contents or other expenses are not deducted from the applicant's award. The following documentation must be reviewed:

- SBA 3rd-party data set; and
- SBA award letter (if applicable).

SBA awards will be determined and verified by the Rental Repair Program through the SBA database. See the SBA Hardship section for details on benefit calculation. If it is not possible to verify the SBA qualifying loan amount through the SBA database, the Rental Repair Program will use the qualified loan amount provided by the applicant at the time of application. If an applicant is able to provide documentation demonstrating the amount provided the SBA database includes amounts not loaned to cover structural loss, ORR will use the documentation provided by the applicant to adjust the SBA loan amount. The documentation provided by the applicant must come from SBA.

If the applicant was offered an SBA award and declined that award, the amount of a subsidized loan that is cancelled or declined is not a DOB. To exclude declined or cancelled loan amounts from the DOB calculation, the grantee must document that all or a portion of the subsidized loan is cancelled or declined unless the loan qualifies under the exclusion discussed below:

- A grantee is only required to document declined loans if information available to the grantee (e.g., the data the grantee receives from FEMA, SBA, or other sources) indicated that the applicant received an offer for subsidized loan assistance, and the grantee is unable to determine from that available information that the applicant declined the loan. If the grantee is aware that the applicant received an offer of loan assistance and cannot ascertain from available data that the applicant declined the loan, the grantee must obtain a written certification from the applicant that the applicant did not accept the subsidized loan by signing loan documents and did not receive the loan; or
- Cancelled loans are loans (or portions) that were initially accepted, but for a variety of reasons, all or a portion of the loan amount was not disbursed and is no longer available to the applicant.

As property owners in Volusia County who were impacted by Hurricane Ian (disaster declaration 4673) may have also experienced damage caused by Hurricane Nicole (disaster declaration 4680), the Office of Recovery and Resiliency will also review SBA data pertaining to Hurricane Nicole during its DOB review.

### **Charity**

The Rental Repair Program will contact the charity agency and verify the value of any assistance provided for damage to the primary structure. If an applicant is able to provide documentation demonstrating the amount provided by the nonprofit agency, the Rental Repair Program will use the amount provided by the applicant.

### **Adjustments and Offset to the Amount of Assistance**

Any portion of DOB funds that has been determined to have been spent by the applicant on allowable activities, as listed below, will reduce the amount considered to be a DOB. When an applicant is eligible for the Rental Repair Program, potentially duplicative assistance is reduced by the percentage of the assistance that was spent on an allowable activity. This percentage method is used in lieu of allocating the total of allowable activities to only one of the Rental Repair Program's awards. The applicant will be responsible for accurately reporting the specific amounts spent on the allowable activities. Such activities include:

- Contractor Fraud;
- Forced Mortgage Payoffs;
- Legal Fees; and
- Temporary Living Expenses.

These activities are considered allowable as they do not directly conflict with the services being provided by the Rental Repair Program. Applicants will be able to deduct from their DOB insurance, SBA, and FEMA amounts spent to repair their property due to damage by the applicable disaster.

### **Contractor Fraud**

If an applicant was a victim of contractor fraud, the amount paid to the contractor will not be counted as a DOB. The following documentation is required to allow the Rental Repair Program to determine if any amount paid to a Contractor can be excluded in the DOB calculation:

- Police report or complaint dated before the date of the application;
- Proof of canceled check (if applicable);
- Bank statement reflecting payment (if applicable); and
- Contract between applicant and contractor, if applicable.

Contractor fraud will be verified through a review of the police report and complaint. If no amount is included in the complaint, the applicant will complete an affidavit to accompany the complaint that lists an amount to reduce the DOB total. In scenarios where a police report, complaint, or contract, are not available, the information provided by the applicant will be reviewed on a case-by-case basis.

### **Forced Mortgage Payoff**

In the event an applicant's mortgage requires any insurance proceeds to be applied to reduce the lien balance, the mortgage holder (not the property owner) is considered to have legal control over those funds making the property owner legally obligated to use insurance proceeds for that purpose.

Under these circumstances, the amount of the insurance proceeds required by the mortgage company to be applied to the mortgage balance will be excluded from the DOB calculation.

To be considered for exclusion, the applicant must provide a copy of the correspondence or letter from the mortgage company on company letterhead and signed by an authorized representative stating the applicant was required to use the disaster assistance funds for this purpose. This will demonstrate they were required to apply the insurance proceeds to their mortgage balance.

The Rental Repair Program will verify the correspondence/letter is on mortgage company letterhead, includes the damage address, and lists the amount forced to pay off the principal. The amount of involuntary payoff will reduce the amount of DOB.

### **Legal Fees**

Legal fees/expenses incurred by the applicant due to litigation related to an Insurance policy claim for the named disaster will be excluded from the DOB calculation. To be considered for exclusion, an applicant must submit the following documentation:

- Evidence of payment to a legal firm (Attorney Fee and Expense statement); and/or
- Settlement agreement (if applicable).

The Rental Repair Program will review the submitted documentation and verify if the amount paid to the Attorney can be excluded and reduce the DOB.

### **Temporary Living Expenses**

Funds spent by an applicant for temporary housing from the date of the storm, which can be established by the Rental Repair Program can be deducted from the DOB total.

Hotel receipts, apartment leases, rental agreements, rental receipts, and/or proof of payment for other temporary living arrangements must be submitted by the applicant.

A calculation of all monthly payments made by the applicant may be necessary. If sufficient documentation for Temporary Living Expenses is provided, the DOB total will be reduced.

### **Duplication of Benefits Gap Funding**

The difference between eligible financial assistance received and documented work completed is the duplication of benefits gap (DOB Gap). The applicant will be required to provide the DOB gap funds in order to be eligible for assistance. After the applicant has been approved for assistance, he/she will be notified of any existing DOB gap amount. The Rental Repair Program will attempt phone contact with applicants to explain the DOB gap. The DOB gap funding calculation will be available in the System of Record. Upon request, applicants will be provided with their specific DOB gap funding calculation. If the applicant is participating in the buyout program, the DOB amount will simply be deducted from the final award amount.

Any eligible applicant for whom a DOB Gap fund has been determined must provide a cashier's check or money order during the Contract Signing Event. Applicants who fail to provide their DOB Gap contribution within the 30-day time period will be at risk of not being served by the Rental Repair Program.



## 5.0 Reimbursement for Pre-Application Repair Costs

The Rental Repair Program will allow for reimbursement of housing repair costs up to \$50,000 per eligible structure incurred by property owners prior to the submission of their application for additional repair and rehabilitation assistance, whichever is earlier. Reimbursement awards are based on a Damage Repair Verification (DRV), provided by the Damage Assessor (DA) using Xactimate pricing software. Reimbursement awards may be provided as stand-alone awards or as part of a rehabilitation award. ORR recognizes that certain costs, such as those associated with elevation, do not have a comparable value in Xactimate. In such cases, the Special Case Panel (SCP) will convene and make a cost eligibility determination.

### 5.1 Reimbursement Eligibility

In addition to meeting the standard eligibility requirements of the Rental Repair Program, applicants must:

- Demonstrate, through documentation such as invoices, and certify, under penalty of perjury, that the repairs were initiated prior to the application date;
- Certify, under penalty of perjury, that permanent repairs on the damaged residence were stopped prior to the Damage Assessment;
- Clear all environmental reviews and pass all site inspection requirements;

### 5.2 Allowable Expenses

Reimbursement is limited only to those repairs made to the primary residential structure and determined to be eligible by the Rental Repair Program, as captured in the damage assessment's Damage Repair Verification Report (DRV), minus any Duplication of Benefits (DOB) received. Eligible repairs will be based on Xactimate pricing software as assessed by the Damage Assessor (DA). The eligible reimbursement amount may be less than the actual price paid by the applicant (for example, if an applicant replaced a countertop with granite, the DRV will price to builder-grade materials such as linoleum, in accordance with the program's Housing Quality Standards and the pricing set by Xactimate). **Although necessary to show that work was done, invoices and receipts will not be used to determine the final award for reimbursement costs.**

The Rental Repair Program recognizes that there may be circumstances when the applicant disputes the scope of the DRV and may file an appeal. If an applicant files an appeal they may submit supporting documentation such as receipts, contracts, or photos for consideration in the appeal. The receipts will be reviewed to verify if the Scope of Work (SOW) determined by Xactimate in the DRV is accurate. However, the Xactimate pricing and standard grade materials may not be appealed unless there are extenuating circumstances (such as the property being on the National Register of Historic Places). All reimbursable repairs must have been necessary and reasonable for the rehabilitation of the property.

Based upon the damages to the applicant's property, the following rehabilitation or repair items may qualify for reimbursement:

- Plumbing, electrical systems, heating, ventilating, and air conditioning systems;
- Fuel systems for cooking, septic systems, water wells;
- Windows, doors, roofs, interior floors;
- ENERGY STAR compliant stoves and refrigerators;

- Repairs to allow access to the structure;
- Elimination of health and safety hazards;
- Structural components of the damaged property;
- Tool and equipment rental;
- Any allowance eligible for a repair and any allowance set forth below.

This list is not meant to be exhaustive, but illustrative of eligible items that may be necessary and reasonable to return the damaged property to a decent, safe, and sanitary condition.

### ***Ineligible Reimbursement Expenses***

The following types of repairs and expenses are not eligible for reimbursement. This is not an all-inclusive list.

- Permanent repairs made after the date of the Damage Assessment.
- Personal property (e.g., furniture, vehicles, food, clothing, etc.).
- Repairs made to non-residential structures that are not attached to the damaged property (e.g., pools, sheds, detached garages, carports, etc.).
- Playground equipment, satellite dishes and security systems.

The Rental Repair Program will not reimburse applicants who repair their property after a damage assessment has been conducted and a Damage Repair Verification has been completed. In these cases, the applicant may still be eligible for rehabilitation assistance, however, the repairs completed by the applicant may reduce the Duplication of Benefits (DOB) amount that the applicant is expected to contribute (see Section 4.0, Duplication of Benefits).

## **5.3 Reimbursement Options**

Applicants may be eligible for reimbursement when either all the repair work to the damaged property has been completed or when some repairs have been completed and some repairs remain incomplete.

Rental property owners applying for reimbursement of housing repairs costs under either option must stop work on the rental unit prior to the Damage Assessment. Repairs completed after the Damage Assessment are not eligible for reimbursement. A rental property who has applied to the program must request in writing their application be placed in pending status until they complete their repairs. Once all work is complete, the property owner must request in writing their application be placed back into active status.

### ***Reimbursement Only***

Applicants who have completed all rehabilitation, including elevation, if required, are eligible for reimbursement upon confirmation by the Rental Repair Program that the work has been completed and the costs for repairs are reasonable and that damaged property is in a decent, safe, and sanitary condition. Completion of work includes all environmental testing and remediation as required by HUD if necessary. The applicant will be required to execute a reimbursement grant agreement prior to receiving any reimbursement funding.

### ***Reimbursement and Rehabilitation***

Applicants with prospective repairs remaining to be completed may be eligible for reimbursement for completed repairs, only if the applicant signs a Reimbursement and Rehabilitation Grant Agreement allowing the Rental Repair Program to bring the property up to a decent, safe, and sanitary condition. In some instances, the damage inspection determined that a modest scope of work remains to be complete before the property is rehabilitated. In those instances, ORR may offer reimbursement only so long as the property condition is satisfactory to the applicant. This option is voluntary and the applicant may still elect to receive rehabilitation in lieu of a reimbursement-only award.

## 5.4 Damage Repair Verification (DRV)

As a result of the initial damage inspection, the Damage Assessor (DA) will produce the Damage Repair Verification (DRV), which estimates the amount of repairs previously completed to the rental property, and the Estimated Cost of Repair (ECR) for the amount of remaining repairs necessary to bring the property into compliance with the Rental Repair Program standards.

All property improvements identified in the DRV and ECR are to address any building code violations, eliminate housing deficiencies that are not in conformance with decent, safe, and sanitary dwellings, and promote resiliency standards. Damage Repair Verifications are conducted in accordance with the Rental Repair Program's procedures for damage assessments as specified in Section 3.2. The DRV is to be included in the Damage Assessor's report on the property and should contain a line-item-by-line-item estimate of the repairs completed. The calculation quantifies materials and labor necessary for completed repairs in the same manner that the ECR provides for repairs necessary for the rehabilitation of the property.

The DRV and ECR are based upon standard grade materials priced in accordance with Xactimate software, which collects costs for materials, labor, and equipment in the area in order to arrive at an accurate estimate of repairs.

## 5.5 Damage Repair Verification Requirements

General DRV requirements are as follows:

- Improvements must be physically attached to the property and permanent in nature to be considered for inclusion in the Damage Repair Verification.

*Eligible repair items that may be included in the DRV include, but are not limited to:*

- Exterior work includes roofing, foundations, paint or siding, non-public sidewalks, site grading (to control flooding), utility connections (from property line to the adjacent street), elevation of mechanical and electric systems, septic systems, well water systems, doors, locks, skirting, leveling, and bracing.
- Interior work includes electrical repairs or rewiring, plumbing, replacement of flooring where it poses a hazard, doors, locks, painting, abatement of lead-based paint and/or asbestos, replacement of inoperable built-in appliances and the installation of damage vents in basements and crawl spaces.
- Incorporation of Green and Resilient Building Requirements (GRBS) to include weatherization, and other energy conservation measures such as insulation, caulking, weather stripping, ENERGY STAR appliances, and repair and replacement of windows, doors, and heating systems.

In the event that the Damage Assessor finds that the repairs completed by the property owner did not restore the rental unit to a decent, safe, and sanitary condition, the Damage Assessor will

include any work necessary to bring the unit into a decent, safe, and sanitary condition in the Estimated Cost of Repair and no reimbursement will be issued until the property owner agrees to complete or have the County complete the necessary rehabilitation work

*Ineligible DRV items:*

In general, the following items will not be included in either the DRV or ECR:

- Repair or replacement of detached structures such as carports, sheds, garages, swimming pools, decks, or fences (detached garage repairs or demolition will only be included when required by local codes).
- Any repairs in excess of standard-grade materials. Repairs using materials greater than standard-grade are calculated at the cost of the standard-grade materials.
- Public sidewalks, driveways, roads, and streets (unless necessary for maintaining public access, health, or safety and in compliance with local building code requirements).

## 6.0 Award Determination

Upon completion of the Estimated Cost of Repair (ECR) and Duplication of Benefits (DOB) analysis, ORR will produce a Scope of Work (SOW) and will notify the applicant of their eligibility for rehabilitation assistance. The assistance limits for rental unit rehabilitation are:

- Up to \$50,000 for site-built (i.e., wood-frame/cinderblock structures) repairs, with a maximum of two structures per owner; or
- Up to \$50,000 for reimbursement of qualified pre-application repairs per unit, with a maximum of two structures per owner; or
- A combination of repair and reimbursement for a total per-unit maximum of \$50,000

For all rehabilitation work, the Scope of Work (SOW) must be in accordance with the Rental Repair Program's Housing Quality Standards (see, Appendix A). Although the goal of the Rental Repair Program is to restore residential dwelling units to their original pre-storm damage condition, the Estimated Cost of Repair may reveal that certain additional features are necessary to address site-specific environmental concerns, Florida Building Code requirements, and/or resident-specific accessibility issues. The Implementation Contractor must identify any such issues in the proposed SOW so that they can be addressed prior to the applicant signing the program agreement.

### Procedures:

- The Damage Assessor (DA) will complete the Environmental Questionnaire and produce an ECR of the damaged property in accordance with Section 3, Damage Assessment, and upload into the SOR.
- ORR will conduct a DOB analysis in accordance with Section 4, Duplication of Benefits, and upload into the SOR.
- The Environmental Consultant will complete the Tier II environmental assessment using the Environmental Questionnaire prior to the finalization of the SOW and upload the report into the SOR.
- The IC will review the ECR and Environmental Questionnaire within to assess whether site conditions will require modifications to the Scope of Work.
- ORR will conduct a feasibility review to determine the appropriate rehabilitation pathway based on the proposed SOW.
  - The SOW will be uploaded in the SOR for approval by ORR.
  - In the event the SOW is over the financial cap for a specific type of structure, the case will be reviewed by the Special Case Panel (SCP) to determine whether demonstrable hardship exists.
- Once the SOW is reviewed by the APM for Construction, it will enter the IC's project pipeline in the SOR.
- An ORR Project Coordinator will then notify the applicant of the proposed project pathway.
- Once the applicant indicates that they wish to proceed, the Project Coordinator will schedule a Contract Signing Event with the applicant.

## 6.1. Rehabilitation Price Methodology

Rehabilitation projects will be priced using Xactimate's Pricing Data Service and Xactimate Cost Estimating Software. All rehabilitation work orders must follow the fixed pricelist established by Rental Repair Program. The fixed pricelist that forms the basis of all rehabilitation work orders is the "Ian Rehab Pricelist." Rehabilitation projects may include a certain surcharge for overhead and a certain surcharge for profit. However, no overhead or profit may be calculated on taxes or fees. This overhead and profit prohibition includes the general conditions line item "Taxes, insurance, permits, & fees."

ORR will review the cost reasonableness of Xactimate's pricing on a semiannual basis (once every six months). If ORR determines that a price increase must occur based on an actual percent increase of construction costs, ORR's APM for Construction will prepare a Pricing Increase Decision Memorandum in conjunction with Volusia County's Purchasing and Contracts Division and deliver it to the Implementation Contractor. If ORR chooses to implement a price increase, it will be added to the initial work order and any subsequent change orders, if applicable.

All materials purchased for use in the Rental Repair Program must meet or exceed minimum quality specifications as outlined in Xactimate or ORR's Housing Quality Standards in effect when construction commences. ORR is responsible for approving the Housing Quality Standards and will perform regular construction monitoring to ensure all contractual obligations are met.

## 6.2 Properties Located in the Floodplain

Per Section II.B.2.c of the Consolidated Notice in 88 FR 32046, any residential structure located in the 100-year floodplain that is substantially damaged (meaning the value of damages exceeds 50% of the pre-storm market value of the structure) or improved (meaning cost of repairs exceeds 50% of the present cost to reconstruct), must be elevated to at least two feet above Base Flood Elevation (BFE). **The Rental Repair Program is not offering reconstruction or elevation of rental properties.** As such, the Rental Repair Program will only rehabilitate a structure that is located in the 100-year floodplain if the Damage Repair Verification (DRV) indicates that damages to the rental property are less than 50% of the pre-storm value of the structure (substantial damage) and if the DRV and Estimated Cost of Repair (ECR) are less than 50% of the present cost to reconstruct the structure (substantial improvement).

ORR will determine whether the DRV amounts to 50% of the pre-storm value of the property and whether the Damage Repair Verification (DRV) plus ECR is more than 50% of the present cost of reconstruction. The DA must confirm that the structure is in the floodplain prior to the damage assessment and creation of the ECR. All damage assessments on rental properties in the floodplain must be coordinated with ORR staff to ensure that the structure's location in the floodplain is accurately determined. Damage Assessments for structures in the floodplain must be of a high-fidelity nature to ensure that no change orders will be required that may cause the total construction costs to exceed 50% of the pre-storm fair market value of the structure. The DRV and ECR must account for all possible unforeseen elements that may drive the cost over the 50% threshold.

### **Calculation of Substantially Damaged and Substantially Improved (for projects located in the 100-year floodplain):**

The Volusia County Office of Recovery and Resiliency will partner with the Volusia County Property Appraiser's Office to obtain September 2022 market value data for the primary structure of each applicant rental property for purposes of assessing whether the structure was substantially damaged during the feasibility analysis. The Volusia County Property Appraiser will

provide the 2022 replacement cost value of the property (“RCN\_2022\_15PCT”), which is the estimated cost of replacing the structure in September of 2022, prior to Hurricane Ian making landfall (inclusive of an appreciation factor to compensate for the 15% discount that the Volusia County Property Appraiser applies in consideration of various transactional costs). All market value figures received from the Volusia County Property Appraiser’s office will be stored in the applicant’s case file within the System of Record.

Likewise, ORR will use the most recent replacement cost value of the structure provided by the Volusia County Property Appraiser to assess whether completed repairs as assessed by the Damage Repair Verification (DRV) and pending repairs as assessed by the Estimated Cost of Repair will cause the structure to be substantially improved, meaning the repairs exceed 50% of the cost of reconstruction. As this consideration is in terms of current costs, ORR will compare the cost of repair to the replacement cost value of the most recent year available from the Volusia County Property Appraiser.

### **6.2.1 Flood Insurance Requirements**

Residential structures in the floodplain that receive federal assistance are required to maintain flood insurance, therefore ORR must communicate to the applicant property owner the anticipated cost of flood insurance for non-elevated structures. This communication must occur prior to the scheduling of the Contract Signing Event. The communication of the flood insurance requirements will be documented in the System of Record.

In addition to obtaining and maintaining flood insurance, property owners who receive disaster assistance must notify any transferee who takes ownership of the property of the requirement to obtain and maintain flood insurance. Property owners who fail to notify successive owners of the property may be liable for future disaster assistance in the event that the successive owner failed to obtain and maintain flood insurance prior to receiving federal disaster assistance.

### **6.3 Commitment Letter**

Once the rental property owner has indicated that they wish to proceed with the proposed housing rehabilitation plan and confirmed whether they can contribute their DOB Gap (if applicable), ORR will send the applicant a Commitment Letter. A Project Coordinator will then schedule the Contract Signing Event no sooner than 72 hours after sending the Commitment Letter.

### **6.4 Contract Signing Event**

Once the applicant has confirmed that they wish to proceed with the proposed rehabilitation plan, ORR will schedule a Contract Signing Event with the property owner (or their Power of Attorney designee). During the Contract Signing Event, the property owner applicant will sign the security instrument and the closing disclosure form. The Project Coordinator will then explain the anticipated construction schedule and when they can expect to be contacted by the IC.

Applicant/owners will be provided all documents at least 72-hours prior to the Contract Signing Event. Property owner signing documents are included as appendices to this policy manual.

#### **Procedure:**

- A meeting will be held between each applicant and an ORR staff member to ensure they fully understand the SOW, the security instrument, the closing disclosure, and any other required Contract Signing Event documents.

- Applicants will be given the opportunity to sign their security instrument and closing disclosure forms electronically.
- Executed security instruments and closing disclosure forms will be housed in the System of Record.
- Applicants will be provided copies of all signed documents via email or printed copy when necessary.

**Special Needs:**

Applicants who are illiterate or otherwise unable to sign their name may sign with an “X” if there is:

- a. Third-party witness at the signing;
- b. Photo identification of the applicant in the file; and
- c. A proper notarized notation on all documents the applicant signs that address special circumstances.

Accommodations will be made when it is determined that an applicant is out-of-state and unable to attend their signing event appointment or homebound due to disability or illness. Signing Event documents will be available to be signed digitally and paper documentation may be available on a case-by-case basis. The needs of all applicants will be taken into consideration in an effort to provide a high level of customer service.

**Courtesy Rescission Period:**

The Rental Repair Program will grant all applicants a courtesy 3-day Right of Rescission, which they may choose to waive. Prior to disbursement of DOB Gap Funds to the IC, recording and/or filing appropriate documents, ORR’s signing event agent will confirm the rescission period has expired; and in the event an applicant rescinds the transaction, the signing event agent will notify their supervisor immediately and the Rental Repair Program will return DOB Gap Funds, if applicable, to the applicant.

**6.4.1 Affordability Period and Repayment Obligation**

The Rental Repair Program requires participating property owners to sign a security instrument in which they will commit to maintaining affordable rents in accordance with HUD guidelines for a period of 20 years. Property owners who choose to rent their property above the HUD affordability rate prior to the completion of the affordability period will be required to return an amount of their award proportional to the time remaining on the obligation.

The Office of Recovery and Resiliency will adhere to all federal, state, and local jurisdictional requirements concerning the filing of the security instrument. The Office of Recovery and Resiliency and/or Volusia County will monitor applicant compliance with the terms of the security instrument to ensure that all federal requirements concerning program income are met.

**6.5 Pre-Construction Consultation**

ORR staff will notify the IC that the property owner has completed all required documentation and that they may proceed with contacting, scheduling, and conducting pre-construction consultation with the property owner. The pre-construction consultation may include but is not limited to confirmation of color selection, move out requirements, storage of personal belongings and the anticipated construction schedule.



## 6.6 Tenant Relocation Assistance & URA

The Rental Repair Program will provide tenants of eligible structures with temporary housing for the duration of construction in accordance with the Uniform Relocation Act (URA). The Uniform Relocation Act (URA) was passed by Congress in 1970, as amended, to ensure homeowners whose real property was acquired for Federal and federally-assisted projects were treated fairly and consistently, and to ensure persons displaced as a result of such projects do not suffer disproportionate injuries. As such, relocation assistance is provided to displaced persons, including tenants who were living in a property at the time of the Disaster, to lessen the financial impact of displacement and to ensure individuals/families are living in decent, safe, and sanitary housing.

As required by Federal Register, 88 FR 32046 (2023), Volusia County developed a Residential Anti-displacement and Relocation Assistance Plan (RARAP) for CDBG-DR programs to describe how it shall minimize the displacement of tenants and assist any tenants that may or have been displaced by a CDBG-DR funded project. Thus, the purpose of this policy is to establish policies and procedures to identify tenants whose primary residence, prior or post the Disaster, was or is in a property that is to receive benefit from the Rental Repair Program, to document those tenants, and to ensure outreach has been made to tenants to safeguard the ideals and requirements of URA.

### Key Definitions:

- Comparable Replacement Dwelling – a functionally equivalent dwelling that performs the same function and utility and has the principal features of the previous dwelling. However, it does not have to possess every feature of the displacement dwelling.<sup>1</sup>
- Disaster – the Hurricane Ian disaster that took place in Volusia County in September 2022.
- Displaced Person<sup>2</sup> – any person who moves from real property or moves his or her personal property from real property as a direct result of rehabilitation or demolition for a project. A person is not displaced if:
  - a. A person moves before the start of rehabilitation unless Volusia County determines that the person was displaced as a direct result of the project.
  - b. A person who initially begins to occupy the property after the date of its rehabilitation for the project.
  - c. A person who has occupied the property to obtain assistance under URA.
  - d. A person who is not required to relocate permanently as a direct result of a project.
  - e. A person who, after receiving a notice of relocation eligibility, is notified in writing that he or she will not be displaced for a project.
  - f. A person who retains the right of use and occupancy of the real property for life following its rehabilitation by Volusia County.
  - g. A person who is determined to be in unlawful occupancy prior to or after the start of rehabilitation, or a person who has been evicted for cause, under applicable law.
  - h. A person who is not lawfully present in the United States.

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<sup>1</sup> 49 CFR 24.2(a)(6)

<sup>2</sup> 49 CFR 24.2(a)(9)

- i. Tenants are required to move as a result of the sale of their property to a person using down payment assistance provided under the American Dream Down Payment Initiative.
- Property – includes a residential dwelling that includes a single-family home, condominium, duplex, mobile home, or any place where a person dwells that is connected to utilities.<sup>3</sup>
- Tenant – a renter who pays fair market rent and obtained the rental/lease as a result of an arm’s length transaction,<sup>4</sup> therefore both parties entered the agreement willingly and without force or pressure from either party.

### **Applicable Laws and Regulations**

24 CFR 570.606 and 49 CFR part 24 - The specific Codes of Federal Regulations for Community Planning and Development Programs, and Community Development Block Grants, which are applicable to this policy.

### **Procedures to Identify & Document Tenants in Single-Family Structures**

Applicability of URA will be confirmed at the time the applicant rental property owner completes his or her in-person, grant award meeting, which informs the applicant of their benefits to be received. In order to determine whether URA is applicable, the applicant must complete a survey at the grant award meeting.

- The survey will include the following:
  - a. The definition of a tenant.
  - b. Boxes for the applicant to indicate whether they had a tenant as defined in their property, at the time of the Disaster or post-Disaster or whether they have a tenant currently.
  - c. If the applicant answers yes that he or she had or has a tenant as defined in their property, then the applicant will be required to provide the name and contact information of the tenant(s).
  - d. If the applicant answers, no, that he or she did not have a tenant as defined, then the applicant will move directly to the certification section of the survey.
  - e. At the end of each survey, each applicant must certify the information provided is true and accurate, prior to electronically signing the survey.
- Upon completion, the survey will automatically be uploaded and maintained in the applicant’s current file via the System of Record.
- If the applicant did have a tenant household in the rental property unit at the time of Hurricane Ian or has tenant household in the rental property unit currently, within three (3) days of completion of the survey, a caseworker will directly contact the tenant(s) and take the appropriate actions described in the following section:
  - a. All tenants contacted will have a subfolder created in their name under the original property owner’s application. This folder will contain their contact and identifying

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<sup>3</sup> See 49 CFR 24.503 for additional information regarding mobile homes

<sup>4</sup> As defined in the Recovery Act Changes under the Community Development Program ([https://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp\\_faq\\_recovery\\_act\\_changes.pdf](https://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp_faq_recovery_act_changes.pdf))

information, a record of all communications with the tenant, and any documentation presented to receive relocation assistance.

### **Tenant Relocation Assistance**

Without regard to race, color, religion, sex, age, handicap, familial status, or national origin, and in accordance to 49 CFR 24, Volusia County must offer the following services and/or provide applicable reimbursements, where the tenant has already obtained one or more of the following:

- General Information Notice. As soon as feasible, the tenant must receive a written description of the relocation program and his or her rights. The notice must inform the tenant of the following:
  - a. He or she may be displaced for the project and generally describe the relocation payment(s) for which the tenant may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s).
  - b. He or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the tenant successfully relocate.
  - c. He or she will not be required to move without at least 90 days advance written notice;
  - d. Any tenant cannot be required to move permanently unless at least one comparable replacement dwelling has been made available.
  - e. Any tenant who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.
  - f. Describes the tenant's right to appeal Volusia County's determination as to a tenant's application for assistance for which a tenant may be eligible under this part.
- Eligibility & 90-day Notice. Eligibility for relocation assistance shall begin on the date of actual rehabilitation, as defined under the benefits agreement. After the Project Coordinator has contacted the identified tenant and confirmed the tenant's occupancy of part of the property, Volusia County shall then promptly notify the Tenant in writing of their eligibility for applicable relocation assistance.
  - a. No lawful occupant shall be required to move unless he or she has received at least 90 days advance written notice of the earliest date by which he or she may be required to move.
  - b. The 90-day notice shall either state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 30 days in advance, the specific date by which he or she must move. If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available. – In unusual circumstances, an occupant may be required to vacate the property on less than 90 days advance written notice if Volusia County determines that a 90-day notice is impracticable, such as when the person's continued occupancy of the property would constitute a substantial danger to health or safety.
- Advisory services. A tenant must be advised of his or her rights under URA and the Federal Fair Housing Act, the general scope of the recovery project, and provided with

comparable replacement dwelling, in addition to financial forms of assistance listed below, where applicable.

- a. No tenant to be displaced shall be required to move from his or her dwelling unless at least one comparable replacement dwelling has been made available to the person. When possible, Volusia County will provide the tenant with at least three comparable options.
    - o The comparable replacement dwelling is considered made available when:
      1. The tenant is informed of its location;
      2. The tenant has sufficient time to negotiate and enter into a purchase agreement or lease for the property; and
      3. Subject to reasonable safeguards, the tenant is assured of receiving the relocation assistance to which the tenant is entitled, with sufficient time to complete the purchase or lease of the property.
  - b. If the comparable replacement dwelling to be provided to a minority tenant is located in an area of minority concentration, the minority tenant must also be given, if possible, referrals to comparable and suitable decent, safe, and sanitary replacement dwellings not located in such areas.
- Forms of Assistance – All claims for relocation payment must be filed with Volusia County no later than 18 months after the date of displacement.<sup>5</sup>

All requests for reimbursements or relocation payments shall be supported by reasonable documentation to support expenses, such as bills, certified prices, appraisals, or other evidence of expenses. Each request will be reviewed expeditiously, and Volusia County will promptly inform the tenant of any additional documentation that is required.

All records will be kept confidential and reports will be submitted related to its displacement activities as requested by Volusia County and/or HUD.

- Moving expenses. Volusia County shall provide payment for moving expenses as described in 81 FR 39702, which established a waiver from the standards described in 49 CFR part 24.
  - a. As per the waiver, Volusia County shall create a moving expense allowance under a schedule of allowances that is reasonable for Volusia County and considers the number of rooms in the displacement dwelling, whether the tenant owns and must move furniture and etc.
- Security deposits and credit checks. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit, and for credit checks required to rent or purchase the replacement dwelling unit.
  - a. Interim living costs. Volusia County shall reimburse a tenant for actual reasonable out-of-pocket costs incurred in connection with a displacement, including moving expenses and increased housing costs, if:
    - o The tenant must relocate temporarily because continued occupancy of the property constitutes a substantial danger to the health or safety of the person or the public; or

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<sup>5</sup> 49 CFR 24.207(d)

- The tenant is displaced from a “lower-income dwelling unit,” none of the comparable replacement dwelling units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available.
- b. Replacement housing assistance. A tenant displaced from a dwelling is entitled to a payment not to exceed \$5,250 for rental assistance or down payment assistance, if the tenant:
- Actually, and lawfully occupied the displacement dwelling for at the time of the Disaster or at least 90 days immediately prior to the start of rehabilitation; and
  - Rented and occupied a decent, safe, and sanitary replacement dwelling within 1 year after the date he or she moves from the displaced property.
  - Rental Assistance: An eligible applicant who rents a replacement property is entitled to a payment not to exceed \$5,250. The payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:
    1. The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
    2. The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the tenant.
    3. The base monthly rental is the lesser of the average monthly cost for rent and utilities at the new Property or 30% of the tenant’s average monthly gross household income if you are low-income based on the HUD income limits.
      - 81 FR 39702 established a waiver to use higher than 30 percent if the tenant was paying the rent without demonstrable hardship.
      - That total monthly need, if any, is multiplied by 42, to determine the total amount the tenant will receive. This amount will be paid directly to the tenant in monthly installments or periodic payments.
    4. All or a portion of this assistance may be offered through a certificate or voucher for rental assistance (if available) provided under Section 8. If a Section 8 certificate or voucher is provided to a tenant, Volusia County must provide referrals to comparable replacement dwelling units where the owner is willing to participate in Section 8 Tenant-Based Assistance Existing Housing Program. When provided, cash assistance will generally be in installments, in accordance with 42 U.S.C. 3537c; or
      - 81 FR 39702 established a waiver that will allow an owner who is willing to participate in the tenant-based rental assistance (TBRA) housing program subsidy (Section 8 rental voucher or certificate), to allow a displaced tenant who only meets a portion or all of the traditional requirements to participate in the TBRA program.
  - Down payment Assistance. If the tenant decides to purchase a replacement property, the tenant is able to receive assistance to make a down payment equal to the amount he or she would receive if they rented a comparable replacement home (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility

costs for a comparable replacement home), which can be no greater than \$5,250. Down payment assistance payment will be paid in a lump sum.

## 6.7 Portable On-Site Storage Units

The IC is responsible for providing on-site storage units, if necessary, for the storage of a tenant's possessions during the time of construction. ORR will pay for storage units in accordance with the price schedule in the Estimated Cost of Repair (ECR) as determined by Xactimate.

### Procedures:

1. Once the storage container is delivered, the Implementation Contractor will have 15 days to move the tenants belongings into the storage container;
2. All tenant belongings must be moved into the storage container before construction can proceed;
3. After the project has passed final inspection and the tenant has moved back into their home, the Implementation Contractor must empty the container of its contents and move them back in within 15 days;
4. If Implementation Contractor is delayed or otherwise unable to move the tenant's belongings into or out of the storage container within the above specified timeframes, the IC must contact ORR to notify them of the delay and document the delay in the System of Record (SOR).

## 7.0 Construction Management and Oversight

Once the property owner applicant has signed all required documents at the Contract Signing Event, the Implementation Contractor (IC) begin the construction process by filing all required construction permits within the local municipality. Once the property owner has confirmed with ORR that any tenants have moved out of the rental unit, ORR will issue a Notice to Proceed (NTP) to the IC. The issuing of the NTP signifies the start of the construction phase of the rehabilitation process. To ensure that construction is completed in a safe and timely manner, Volusia County ORR will observe the following policies concerning construction management and oversight.

### 7.1 Eligible Construction Activities

The only construction activities that are eligible under the Rental Repair Program are those that are necessary to restore structures damaged by Hurricane Ian in a manner consistent with ORR's Housing Quality Standards (Appendix A). For properties in the repair pathway, restoration of the rental unit will not involve any change to the existing floor plan of the structure.

Certain construction activities may also be included in the Scope of Work (SOW) of the rehabilitation, if the IC's feasibility analysis reveals that additional measures are necessary to ensure that site-specific environmental issues are addressed and that the unit is restored to a safe and sanitary condition (see Section 5.1, Feasibility Analysis and Pathway Selection). Any modifications to the property outside of these considerations are considered ineligible. Ineligible activities include, but are not limited to the following:

- Additions to an existing structure, unless it is necessary to meet housing and building codes;
- Purchase of tools or equipment, or other similar items; and
- Purchase of washers, dryers, dishwashers or removable air conditioning/heating units not attached to the house structure.

### 7.2 Contractor Responsibilities

Volusia County's Implementation Contractor (IC) will be responsible for reviewing the ECR for each rental unit, assigning rehabilitation projects to a GC, and overseeing construction. Construction oversight involves a combination of site inspections for each rental rehabilitation project, desk reviews of change order requests, and communication with the GC. Site inspections may include construction progress inspections, the final program inspection, and any other inspections requested by ORR officials. The IC or GC will be responsible for completing construction in a timely manner once the NTP has been issued by ORR and for communicating with the property owner during construction. A complete breakdown of IC and GC responsibilities is provided below:

The IC will be responsible for:

- Reviewing the Estimated Cost of Repair (ECR) and confirming construction costs for ORR to conduct a feasibility analysis;
- Creating a SOW for the damaged property based on the outcome of the feasibility analysis;
- Assigning the SOW to a GC (for rehabilitation projects only);

- Verifying that the GC and any subcontractors, or entities otherwise being paid for delivering program services, are not federally debarred or suspended;
- Ensuring that all required construction permits have been obtained;
- Overseeing construction progress and communicating any issues that arise with ORR's APM for Construction;
- Reviewing all Change Order (CO) requests with ORR's APM for Construction.

The GC will be responsible for:

- Performing the work specified in the SOW in a timely manner,
- Adhering to the terms of the construction contract with the applicant property owner for all rehabilitation activities,
- Adhering to all Florida Building Code and local health and safety codes,
- Obtaining all building permits throughout the construction process,
- Disposing of all construction debris at a licensed construction waste landfill,
- Following through on all warranties for materials and workmanship in accordance with requirements following completion of the work,
- Adhering to all regulatory requirements for accessibility,
- Submitting Change Order (CO) requests to the IC in a timely manner

### **7.3 Construction Communication**

Frequent communication with the property owners being served by the Rental Repair Program is a critical component of the program's success. Once the damage assessment has been completed on a rental property, ORR will, at a minimum, contact the rental property owner via telephone once every 30 days to provide a status update to the property owner until the Contract Signing Event is scheduled. Once a tenant has moved out of the rental unit at the start of the construction phase, the property owner must be contacted on a weekly basis for a progress update. The IC must make a minimum of two attempts to contact the property owner via telephone each week. All communication with the property owner and attempts at communication will be documented in the System of Record (SOR).

Upon completion of construction, the IC must provide the property owner with a magnet with contact information and date of warranty expiration at the time the tenant moves back into their home. The warranty packet must be hand delivered to the property owner at key turnover, and all items must be explained to and initialed by the property owner. The warranty packet must include:

- The Statement of Completion and Warranty – general information about the warranty, including start and end date and the warranty reporting phone number. This document will discuss warranty coverage (i.e., materials, labor, workmanship, etc.), the property owner's obligation(s), the general contractor's obligation(s), examples of items not covered by warranty (i.e., intentional damage, normal wear and tear, items not part of original scope, etc.),
- Volusia County Office of Recovery and Resiliency Final Inspection Report, and,



- Manufacturers' Warranty information for any mechanical items that were replaced during the course of construction. Examples include, but are not limited to: HVAC systems, water heaters, well pumps, etc.)
- A Warranty Packet Delivery Acceptance form must be included in the packet, to be signed by the property owner indicating acceptance and understanding, and uploaded to the System of Record as part of the Warranty Packet.

In addition, ORR shall mail a letter to the property owner reiterating that the property owner is required to maintain insurance on their property 15 days after completion of construction. This letter shall include the flood insurance requirement for residential dwellings in the floodplain.

## 7.4 Construction Timeliness

After the estimated cost of repair is complete and the duplication of benefits analysis has been conducted, ORR will notify the rental property owner of their program eligibility through the issuance of a commitment letter. The commitment letter will propose an award signing date and outline the anticipated construction schedule. This creates an expectation of timely service for the rental property owner.

ORR has established limits for the amount of time that a tenant should be out of the rental unit, if the rental unit is currently occupied. This period starts at Tenant Verified Moveout (TVM) or upon issuance of a notice to proceed for units with no tenants and ends when the property passes final inspection. The standard time frames are:

- 75 days for a site-built repair/rehabilitation;

## 7.5 Performance Evaluation

The GC will be subject to a performance evaluation by the IC on a recurring basis to assess their performance. This evaluation may include, but is not limited to, the following:

- Adherence to construction schedules;
- Quality of work performed to date;
- Quantity of rental units completed;
- Demonstrated safety performance;
- Capacity (financial and construction) related to the number of jobs in progress;
- Applicant/Owner satisfaction; and
- Other defined performance criteria.

These criteria will be used by the IC as a consideration factor in awarding additional work orders. The associated quality score will factor into the assignments' process.

## 7.6 Labor Standards

All contractors will adhere to all labor standard requirements unless exempted. Where applicable, verification will be handled on a case-by-case basis for specific issues referred.

## 7.7 Permits and Codes

The GC will be responsible for documenting and obtaining all necessary permits for each job site.

- The permits will be posted at each site in plain view. A permit box in the front yard or posted in the front window of the property is acceptable.
- The GC will ensure work performed satisfies all Florida Building Code, International Energy Conservation Code (IECC), applicable green building standards, and all other Federal, State, and local construction, health and safety code requirements upon project completion.
- The IC will provide general oversight of the work of the GC for each rehabilitation project. ORR's APM for Construction or their designee will monitor construction progress via site inspection on a periodic basis.

## 7.8 Quality Control Inspections

Inspections for the purpose of quality control will be performed for each site by ORR's Compliance Field Coordinators under the supervision of the APM for Construction to determine consistency across contractors and inspectors.

### Procedures:

- Review and approve the inspection notes and photographs; and
- Inspections will be recorded with photographs and log notes and uploaded into the System of Record.

## 7.9 Construction Change Orders

The GC will conduct all due diligence activities prior to starting construction to discover any potentially unforeseen circumstances.

- If in the event any unforeseen conditions are discovered during the course of construction, the GC will prepare a Change Order (CO), with supporting documentation, and submit to the IC for review and determination.
- If project costs including the CO do not exceed the allowable construction budget caps and ORR's APM for Construction deems the repairs necessary to achieve ORR Housing Quality Standards, the CO will be approved. It will then be added to the Construction Contract, provided the costs are reasonable and in accordance with similar services provided on other construction projects as determined by the ORR's APM for Construction.
- If the CO exceeds the allowable construction budget caps, the IC will consult with ORR's APM for Construction to determine whether extenuating circumstances merit approval of the CO.

### Procedures:

- Review and approve/deny the CO and supporting documentation.
- Update the System of Record with adjustments to the SOW and award amount.

## 7.10 Final Inspection

Once construction is completed the GC's Superintendent must complete and document a quality control inspection prior to the final inspection. The Superintendent's inspection must be uploaded to the System of Record. Rehabilitation projects located in Volusia County's unincorporated areas

must pass a Volusia County Code Inspection. Projects located within a municipality must receive a passing inspection from the local code enforcement agency or its designee. Once the structure passes inspection, ORR's Compliance Field Coordinators will conduct a final inspection.

During the final inspection, the GC and a Compliance Field Coordinator will walk through the structure and confirm that all SOW items are complete and meet all of the Rental Repair Program guidelines. In the event that the final inspection fails, photos of all deficiencies and reasons for failure must be documented and entered into the SOR. Then all parties will be notified of the deficiencies and a request for completion will be documented. Once any deficiencies are repaired and the structure has been re-inspected as a pass then all documentation will be submitted to the SOR.

- The GC and APM for Construction will agree that the construction is complete;
- The GC will obtain a Certificate of Occupancy or comparable documentation; and
- The GC will upload the Certificate of Occupancy into the System of Record

The IC or GC will conduct the key turnover to the rental property owner, authorizing the property owner to allow tenants to move back into the rental unit. The key turnover is not complete until the property owner has received a magnet identifying the warranty phone number expiration date and has had the warranty package delivered to them by the IC and/or GC.

## **7.11 Uncooperative Property Owner and Tenants**

If a property owner creates conditions that impede the GC's ability to accomplish the necessary SOW on the rental property unit, then the GC will notify ORR's Project Coordinator, who will present the property owner with an "Uncooperative Applicant Process" letter. This letter will outline the issue at hand and remind the property owner that they agreed to allow the GC unencumbered access to their home in order to complete the work necessary.

If the property owner remains obstinate and disruptive after receiving this letter, the GC will notify the ORR Project Coordinator, who will sign a second letter which states that the property owner must allow the GC to continue work, or they will be removed from the Rental Repair Program.

If the property owner continues to hinder the GC's labor after the delivery of the second letter, the GC will notify the ORR Project Coordinator. The ORR Project Coordinator will issue a third letter notifying the property owner that they have been removed from the Rental Repair Program. This letter will be signed by the ORR's Operations Manager and documented in the System of Record. The property owner will be declared inactive in the System of Record and the case will be closed.

### **Uncooperative Tenants**

If, after receiving all requisite notification and being offered temporary relocation assistance in accordance with the Uniform Relocation Act (URA), a tenant is unable or unwilling to move out of the rental property unit prior to the start of construction, the Implementation Contractor will notify an ORR Project Coordinator of the delay. ORR will contact the property owner and inform them that the tenant has not yet moved out of the rental unit on the agreed-upon date. Construction will be placed on hold until the tenant has moved out of the rental unit. If the tenant does not move out of the rental unit within 30 days, the case will be designated "inactive."

## **7.12 Housing Quality Standards**

The goal of the Rental Repair Program is restore rental property units that have been damaged by Hurricane Ian to a safe, sanitary, and secure condition. In order to serve as many people as

possible, ORR has implemented requirements for basic Housing Quality Standards (HQS) (Appendix A). These standards are the minimum criteria necessary for the health and safety of the occupants. All projects undertaken by the Rental Repair Program must meet, but in general, will not exceed HQS. For a complete breakdown of the Rental Repair Program's Housing Quality Standards, please see Appendix A, Housing Quality Standards.

## 7.13 Well Water Testing

During the execution of these repair or replace programs, the IC may encounter rental properties whose source of drinking water is a private well. When this occurs, there may be times when it will be necessary to test wells to ensure their safety. The decision as to when and where to conduct a test will be made by evaluating the following:

- The site location,
- Unsolicited remarks concerning water quality and/or unexplained sickness given by the property owner,
- The physical condition of the well,
- A sensory inspection of the water,

### Procedures:

ORR will utilize a Well Test Evaluation (WTE) on properties with wells to determine if site conditions suggest that a well needs to be tested. This evaluation will answer the following questions:

- Is the property location consistent with areas of Volusia County where flood water levels are known to have been high enough to top local wells;
- Did the property owner, either during the intake process or at the one knock visit make unsolicited comments concerning their water quality or an unknown household illness;
- Is the well in poor physical condition to include a broken cap seal; and
- Does a sensory inspection of the water reveal any warning signs such as those noted by US Geological Services, which include:
  - a. Unusual colors (black, blue-green, brown, cloudy, foamy, milky, reddish or yellow),
  - b. Strange smells (bleach, chlorine, grass, chlorophyll, musty, oily, rubber, sweet, pungent or rotten eggs), and/or
- ORR will test wells on properties when the answer to any above question is yes.
- Test results, which require additional action, will be sent to the Special Case Panel for a decision on what, if any, further action will be taken.
- If the Special Case Panel determines that a new well must be drilled, then the IC will comply with the requirements of FDEP 373.308 for private residential well water standards. The IC will have a certified well driller, as required, drill the new well.

## 7.14 Warranty Issues and Construction Complaints

All communications pertaining to warranty issues or construction complaints received by ORR will be documented in the System of Record (SOW) within one (1) day of receiving the issue. The IC or GC will be responsible for any costs incurred for warranty issue corrections.

## **Procedures:**

- ORR will receive and document construction complaint calls as a warranty claim.
- The call will be logged in the appropriate case file in the SOR within one business day of receiving the initial call.
- The SOR will send an automated message that a warranty claim has been logged to ORR's APM for Construction, the appropriate GC, and the IC.
- The IC and the GC must acknowledge the warranty claim in the SOR.
- The GC must verify the warranty claim's validity and report valid or invalid line items to the IC and ORR's APM for Construction.
- ORR's APM for Construction will review the GC's findings and give the GC direction on what warranty work must be completed.
- The applicable GC will contact the citizen within two business days to confirm the issues and schedule corrective actions if necessary. The call must be documented in the SOR.
- The GC will correct the issue within 7 business days of the initial call and document the completion in the SOR.
- After corrective actions are completed, the GC and a Compliance Field Coordinator will complete a joint inspection.
- At the joint inspection the applicant will sign that the warranty repair work was completed to satisfaction. The Warranty Confirmation Report is included as Attachment D in the appendices. The Warranty Confirmation report will be uploaded to the SOR.

If the GC or IC believes that the issue has been addressed, but the property owner has further concerns, the IC should forward the issue to the Compliance Field Coordinator.

Issues that cannot be corrected within the designated 7 business days must be reported to the ORR's APM for Policy and Compliance via email. If the IC identifies any failure pattern in products or services, the IC must notify ORR's APM for Policy and Compliance of such pattern and the IC's course of action for resolving the failure pattern within two business days. All communication regarding warranty issues must be uploaded into the SOR.

ORR's Administrative Specialist for Constituent Services shall provide a report to ORR's Management Team on a weekly basis documenting, at minimum, the following:

- Open Warranty Issues/Complaints with date received, client name, issue, and status.
- Open Warranty Issues/Complaints as a percentage of total rental units completed.

## **Work After Construction Complete (WACC)**

For work identified by the ORR's APM for Construction Management as work that should have been included in the original SOW but was not prior to the completion of the final inspection, Volusia County will pay for incurred charges at the established rates for authorized post construction change orders.

All post construction work completed must be inspected by the IC and ORR Compliance Field Coordinators. All post construction work must be warrantied for the latter of 90 days, or until the completion of the warranty period for the initial scope of work.

## **Procedures:**

1. The GC or ORR Compliance Field Coordinator determines that the issue identified on a warranty call does not qualify as a warranty issue but is a Housing Quality Standard (HQS) issue.
2. The GC or ORR Compliance staff completes a report that outlines the WACC issue and what repair work must occur.
3. The report is forwarded to the ORR APM for Construction for review and a determination on whether the issue should result in the initiation of the post construction change order process, otherwise known as Work After Construction Complete (WACC).
4. The APM for Construction reviews:
  - a. Original work order
  - b. ORR Compliance Field Coordinator reports
  - c. Change orders
  - d. Communication log
  - e. Any additional facts bearing on the issue in question
5. If the APM for Construction believes that initiating the WACC process is merited, the APM for Construction will propose re-opening the case to the Special Case Panel, who will issue a decision memorandum to the ORR Director after reviewing the relevant facts.
6. If the ORR Director approves of re-opening the case, the APM for Construction will notify the IC to re-open any applicable case management.
7. IC assigns GC and coordinates:
  - a. The IC, ORR Compliance Field Coordinator, and the GC will conduct a joint inspection to define the SOW for the construction change order. The Change Order (CO) will have WACC issue(s) only. No additional work is authorized. A joint inspection is always required, unless the requirement is waived by the APM for Construction as described below:
    - In cases that involve an active leak, internal sewage backup, or a loss of seasonal environment control (air in summer, heat in winter), the APM for Construction may: Authorize the GC to conduct an independent inspection in lieu of the joint inspection, and/or, authorize the GC to begin work immediately. The APM for Construction will notify the IC in writing (typically by email) when either of these options are exercised.
    - When the APM for Construction authorizes an independent inspection, the GC will conduct the inspection and upload the inspection report to the System of Record.
    - When the APM for Construction authorizes the GC to begin work immediately, the GC will conduct an independent inspection prior to beginning work. This inspection report must be uploaded to the System of Record.
  - b. For routine cases, the GC will upload the joint inspection report into the SOR and notify the APM for Construction, who will then confirm whether the WACC is eligible.
  - c. All WACC cases must go to Special Case Panel (SCP) for final approval, even when the APM for Construction authorized the GC to begin work immediately. The APM for Construction will present the WACC CO to the Panel for approval. A copy

of the APM for Construction's authorization for WACC will accompany the justification for the CO.

- d. At the conclusion of WACC, the IC, ORR Compliance Field Coordinator, and a GC representative will conduct a joint final inspection to ensure all work was completed to standard. At the discretion of the APM for Construction, the requirement for a joint final inspection may be waived.
8. GC will warranty the work completed until the latter of 90 days or the expiration of the warranty for the initial scope of work.

## 8.0 Post Construction

Volusia County will be responsible for ensuring that each application for the Rental Repair Program is in compliance with program objectives and all applicable federal regulations. These include, but are not limited to, long-term compliance with HOME rent and income limits, case close-out requirements, as well as subrogation and recapture. These requirements are explained in further detail in the following sections.

### 8.1 Long-Term Compliance

Participants in the Rental Repair Program will be required to maintain compliance related to occupancy and rent restrictions during the entire twenty-year affordability period. A declaration of covenants and restrictions shall be included in the security instrument to ensure affordability compliance. These include:

1. *Occupancy.* The assisted affordable rental units shall be occupied by households that meet the HOME specific income or population requirements as determined by the U. S. Department of Housing and Urban Development (HUD). Income limits will be defined by FHFC and HUD for Volusia County (Daytona-Deltona-Ormond Beach MSA) on an annual basis. See Attachment B - HOME Income Limits. The successful applicant must adhere to current limits published by HUD.
2. *Rent.* The applicant shall ensure that the rents in assisted units comply with HOME requirements for the period of affordability. See Attachment B - 2023 HOME Income Limits, Attachment C – 2023 HOME Rent Limits. Participants must adhere to current limits published by HUD.
3. *Long Term Rental Availability.* Participants in the Rental Repair Program shall maintain the property as a long term (greater than six months) rental property, not a seasonal or vacation property for the twenty-year affordability period.
4. *Unit quality conditions.* The project and the assisted units shall be maintained in standard condition as evidenced by the annual inspection by the County or a vendor contracting with the County. The program agreement will state the application unit quality inspection or standard, to include but not limited to the Rental Repair Program's Housing Quality Standards.
5. *Property standards.* All rental property units assisted must be maintained in accordance with applicable state and local codes, ordinances, and zoning requirements.
6. *Fair housing, affirmative marketing and equal opportunity.* The property owner shall comply with County policies and all applicable federal, state, and local laws, codes and ordinances regarding nondiscrimination in the rental, sale and occupancy of the units. Property owners shall maintain and follow an affirmative marketing and management plan.
7. *Maintain complete and accurate rent rolls.* Property owners shall maintain complete and accurate rent rolls of all rental property units assisted by the Rental Repair Program for the duration of the



8. *Maintain Flood Insurance.* Property Owners with assisted rental units that are located in the 100-year floodplain shall maintain flood insurance in accordance with National Flood Insurance Program guidelines (42 U.S. Code § 5154).

Property Owners assisted by the Rental Repair Program will be expected to collect and report information to Volusia County about the status, projections, and uses of assisted rental property units listed above on a periodic basis which will include, at a minimum, submission of an annual compliance report throughout the twenty-year affordability period.

## 8.2 Case Closeout

All Rental Repair Program application files must be properly closed after the completion of the mandatory one-year warranty period. Prior to the closeout of completed cases, ORR will review each file to ensure that each case:

- Met a HUD national objective;
- Was for an eligible activity; and
- Had no outstanding issues; and
- Contains an otherwise complete record of the case.

In order for a case to be officially closed, the review must be completed, the security instrument must be filed with the Volusia County Clerk of the Circuit Court, if applicable, and a Case Closure Form (Memo) must be generated. The Memo will be uploaded into the System of Record. The case file will be locked into a “read-only” status.

### Procedures:

- After a rental unit has passed the final inspection and the mandatory one-year warranty period has expired, the Administrative Specialist for File Compliance will review the case to ensure compliance with the Case Closeout Checklist.
- In the event that the file is incomplete or if additional information is necessary, the Administrative Specialist for File Compliance will notify the appropriate ORR staff member of the concern so to remedy the issue within 30 days of the closeout review.
- Any issue that cannot be resolved within 30 days will be flagged for review and escalated to the Activity Project Manager for Policy and Compliance.

## 8.3 Subrogation

The Rental Repair Program will continue to collect any additional disaster recovery assistance or insurance payouts that an applicant property owner may receive for damages after the applicant has signed the program agreement for rental repair benefits. Applicants will be notified of their requirement to report any future disaster recovery assistance prior to the Contract Signing Event. Applicants will sign a subrogation agreement at the Contract Signing Event in which they will agree to report any additional disaster recovery funds received for the repair/rehabilitation of rental property units assisted by the Rental Repair Program and, if those funds are for the same purpose (i.e., the repair/rehabilitation of rental units assisted by the Rental Repair Program), return those funds to Volusia County.

## 8.4 Recapture

In the event that the Rental Repair Program assists rental property owners who fall out of compliance with the twenty-year affordability period requirement or other programmatic requirements, Volusia County will attempt to work with the rental property owner to bring them back into compliance and to avoid applicant disqualification. In those cases in which an applicant property owner is unable to remedy the situation, Volusia County will seek to recapture the assistance by requiring the applicant property owner to return funding.

## 8.5 Program Closeout

The closeout of a grant is a process in which HUD determines that all applicable administrative and program requirements of the grant were completed. Once HUD determines that all of the funds were expended and the activities were completed, or if ORR requests initiation of the closeout process, the assigned HUD office will proceed with grant closeout. The Rental Repair Program is ready for closeout when the following conditions are met:

- All CDBG-DR funds were spent on eligible activities and met a national objective;
- Administrative, Planning, and Program Delivery Costs:
  - a. No more than 15% of the total grant was used for planning costs;
  - b. No more than 5% of the total grant was used for administrative costs;
  - c. At least 80% of the total grant was used for program delivery costs;
  - d. At least 70% of the grant was used to address the LMI population.
- Other responsibilities of ORR under the grant agreement and applicable laws and regulations have been carried out satisfactorily (such as the reporting requirement), or there is no further federal interest in keeping the grant agreement open for the purpose of securing performance.

Once ORR and the HUD staff jointly determine that ORR is prepared to begin the closeout process, HUD will inform the grantee that the closeout process has commenced and ORR will complete the following documents: Closeout Checklist (Appendix E); and Grantee Closeout Certification (Appendix F). To ensure that the criteria for closeout have been met, ORR will review the following for consistency with the following HUD files and systems:

- Line of Credit. Check to determine if ORR has any remaining funds in the line of credit. Any remaining funds will be canceled through the closeout process.
- Audit Reports and Monitoring Letters. Review files to determine if there are any unresolved monitoring, audit findings, and/or citizen complaints.
- DRGR Reports or Financial Status Reports. Check to determine all grant funds have been drawn down and all activities have been completed.

Once HUD determines that the criteria for closeout were met, HUD will complete and execute the Grantee Closeout Certification. Within 90 days of the Closeout Certification execution, ORR will submit the final performance report in the DRGR system. Once HUD completes all final reviews, a closeout agreement will be prepared by HUD and executed by ORR. If there are any remaining unused funds in the grant, HUD will recapture these CDBG-DR funds. HUD is then responsible for closing the grant in DRGR.

## **Record Retention and Access**

ORR will establish and maintain such records as may be necessary to facilitate review and audit by HUD of Volusia County's administration of CDBG-DR funds under 24 CFR § 570.493. All records documenting funding decisions will be kept, regardless of the organizational level at which final funding decisions are made, so that they can be reviewed by HUD, the Inspector General, the Government Accountability Office, and citizens pursuant to the requirements of 24 CFR § 570.490. Representatives of HUD, the Inspector General, and the General Accounting Office will have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG-DR funds and necessary to facilitate such reviews and audits. All records of Volusia County will be retained for the greater of five (5) years from closeout of this grant. All physical and electronic records, following closeout of this grant, will be maintained by the Volusia County Office of Recovery and Resiliency.

## **9.0 Program-Wide Requirements**

### **9.1 Action Plan and Policy Manual**

The Action Plan defines how Volusia County will effectively use all available funding to support its Hurricane Ian recovery effort based on the calculation of need across the county. The Action Plan describes Volusia County's proposed use of HUD's CDBG-DR allocation by activity and lays out program design for each area of assistance, as well as identifying the beginning and end dates for each activity, and performance and expenditure schedules.

#### **9.1.2 Amendments to the Action Plan**

Volusia County will engage citizens throughout life-cycle of the Rental Repair Program to maximize the opportunity for input on program changes that result in a Substantial Amendment. Program changes result in a Substantial Amendment when there is:

- An addition or deletion of any allowable activity described in the approved application;
- An allocation or re-allocation of more than \$20 million; and
- A change in planned program benefit or eligibility criteria.

Citizens will be provided with no less than thirty days to review and provide comment on proposed substantial amendments. A summary of all comments received will be included in the final Substantial Amendment submitted to HUD for approval. Final Substantial Amendments approved by HUD will be posted to the Disaster Recovery website.

For other non-substantial amendments, Volusia County shall notify HUD, but public comment is not required. Every amendment, substantial or not, shall be numbered sequentially and posted on the ORR website, not replacing, but in addition to all previous versions of the plan.

#### **9.1.3 Amendments to the Policy Manual**

This manual contains the policies and procedures related to the Rental Repair Program. HUD requires that each CDBG-DR grantee adopt and follow written policies and procedures throughout the life of their program. As the Rental Repair Program evolves, the applicable policies and procedures may be amended. Each amendment will be clearly outlined within this manual to include the substance of the amendment and the date for which the amendment occurred. The updated policy manual will replace the existing manual on the Transform386.org website.

### **9.2 Operational Capacity**

Volusia County's CDBG-DR Action Plan for Hurricane Ian outlines how the Office of Recovery and Resiliency intends to use Volusia County's CDBG-DR allocation to benefit those citizens adversely impacted by Hurricane Ian. Volusia County's Implementation Plan demonstrates that Volusia County has the operational capacity to put its Action Plan into effect and carry out its recovery programs. In order to provide for those capacity needs, the following Chain of Leadership is created and listed in order of hierarchy:

1. Volusia County Council appoints a County Manager and approves the creation of each department.
2. The County Manager appoints the directors of each department.

3. The Director of the Office of Recovery and Resiliency (ORR) and the Operations Manager oversee department operations and direct ORR's Activity Project Managers.
4. ORR's Activity Project Managers carry out broad functions that include, but are not limited to, compliance, financial reporting, construction, case management, and constituent services.
5. The Director of ORR, the Operations Manager, and the Activity Project Managers work with vendors hired by Volusia County to carry out specific recovery related activities.

All other positions listed in the Implementation Plan with position descriptions are assigned to and report directly to either the Office of Recovery and Resiliency Director or the Operations Manager. Additional support is provided by the Department of Information Technology, the Department of Buildings, and the County Attorney's Office. The ORR organizational chart shows each position by title as detailed in the Implementation Plan.

## 9.2.1 Office and Operational Security

ORR will maintain a secure office at all times during its day-to-day operations and interactions with the public. This policy includes physical information and cyber security. All ORR and contractor personnel will adhere to all security related protocol, and take other steps as necessary to protect persons, property, and information. Violations of this policy may result in administrative and/or disciplinary action up to and including immediate termination.

### Procedures:

- All suspicious activities in or around any ORR or contractor facility or housing assistance project site must be reported to the appropriate staff member in the chain of leadership as soon as possible.
- Official identification badges must be in the custody of all ORR, IC, and GC personnel at all times, while they are conducting work activities.
- ORR, IC, and GC personnel must never allow anyone access to an ORR or contractor facility or housing assistance project site without an official identification badge.
- All personal identification information (PII) must, at all times, be stored on a secure computer or phone, or in a secure physical location, which is out of view of the public.
- All computers, phones, and other equipment containing or having access to PII must be logged off or turned off as needed to ensure that unauthorized personnel does not access PII.
- Under no condition are unauthorized ORR, IC, and/or GC personnel to be allowed access to PII.
- Under no condition is PII to be sold, shared, discussed, or transferred to any person or entity outside the control of ORR, its IC, and/or GC.
- ORR, IC, and GC personnel must not perform any action, which results in a data connection between a work device and a personal device.
- All violations of office security procedures contained within this policy must be immediately reported to the appropriate staff member in the chain of leadership.

## 9.2.2 Human Resources

Volusia County's ORR uses a mission functionality approach to human resources. Individuals selected for open positions at ORR are chosen because they have been deemed to possess the necessary combination of education, skill sets, work ethic, and character to perform their duties at a very high level and represent Volusia County with the highest level of integrity and commitment to its citizens. When performing their job duties, all ORR personnel are expected to:

- Follow all Volusia County human resource standards and procedures in all employment and benefit areas;
- Contact their direct supervisor, or the Volusia County Human Resources Department, if they have a question concerning Volusia County standards or procedures;
- Communicate with their direct supervisor if they have a request, concern, or need to schedule a meeting and attempt to find a solution for their issue;
- Inform their direct supervisor if they are not satisfied with the outcome of this meeting and request a meeting with the ORR Operations Manager; and
- Ask for clarification if they have uncertainty concerning a work assignment, timeline, or work schedule.

Regardless of requests, concerns, needs, or other issues, interactions between all personnel should always be courteous and professional. All ORR personnel are expected to:

- Perform their duties with maximum efficiency;
- Work together as a team; and
- Both respect and work within the ORR chain of leadership.

## 9.2.3 Procurement

Volusia County's Office of Recovery and Resiliency will adhere to the county's Purchasing and Contracts' Procedures Manual, which are fully in compliance with the procurement standards of 2 CFR 200.318-327. Volusia County's Purchasing and Contracts Division will oversee all competitive procurements and coordinate with the Office of Recovery and Resiliency to ensure that procurements are conducted in manner consistent with the principles of full and open competition.

## 9.3 Communication Standards

All communication (in person and via telephone, text, and emails) with applicants must be professional and pleasant. Any communication with elected officials, the media, and/or attorneys should be directed to their supervisor or a manager. Any substantive contact with these individuals will be handled by ORR's Operations Manager unless directed otherwise.

Project Coordinators must log all direct communication with applicants into the System of Record throughout the life of the project. Likewise, any communications received by the Administrative Specialist for Constituent Services must also be logged in the System of Record. All entries should include appropriate language, describe the nature of the communication, and describe the nature of transmitting documentation. No entries should be negative about the applicants.

If an applicant is rude, vulgar, or offensive on the telephone or in-person, the Project Coordinator is not obligated to continue the conversation. If the applicant is present, the Project Coordinator

should notify their Case Management Lead or the Special Project Coordinator for Case Management immediately to defuse the incident. If the applicant is on the telephone, the Project Coordinator should give the applicant their Case Management Lead's name and contact information and immediately notify their Case Management Lead of the details concerning the incident. The Case Management Lead should call the applicant as soon as possible, but no later than 24 hours after the initial conversation.

All communication with or inquiries from elected officials, the media, or attorneys must be referred to and coordinated with the ORR Operations Manager. No contractor or sub-contractor personnel may make public statements about the Rental Repair Program without first coordinating and clearing such communication with the ORR Operations Manager.

### **9.3.1 Critical Information Requirements**

Both the Implementation Contractor (IC) and the General Contractor (GC) will notify ORR's Operations Manager within two (2) hours if any of the following critical events occur:

- Any injury associated with the Rental Repair Program resulting in the immediate movement to a Hospital or Clinic for further treatment;
- Any vehicle wreck associated with the Rental Repair Program resulting in or which may result in a delay in contractual performance;
- Viable evidence that a citizen has attempted or completed fraud against the Rental Repair Program;
- Any citizen fraud complaint lodged against Volusia County, the IC, the GC or sub-contractors associated with the Rental Repair Program;
- Any non-routine inspection conducted by any entity regarding the Rental Repair Program;
- Any complaint by any person regarding harassment or discriminatory conduct regarding any aspect of the operation of the Rental Repair Program;
- Any allegation that the IC, the GC, or sub-contractors have committed a crime while performing their work; and
- Any loss or potential loss of citizen Personally Identifiable Information (PII) in any form to include the loss of a computer containing PII, or the loss or compromise of a paper or electronic communication containing PII;
- Any non-routine inspection conducted by any authorized entity regarding the Rental Repair Program;
- Any complaint by any person regarding harassment or discriminatory conduct regarding any aspect of the Rental Repair Program;
- Any threat of legal action by a citizen against any contractor or Volusia County which threat relates to any aspect of the Rental Repair Program;
- Information that an applicant is living in deplorable conditions;
- Any rental property turned over to a client by a GC prior to a required final inspection;
- Any instance in which a sub-contractor places a mechanic's lien on an applicant's home; and

- The diagnosis of any person, associated with the Rental Repair Program in any way, of having a highly communicable disease including but not limited to: Cholera; Diphtheria; Infectious Tuberculosis; Plague; Smallpox; Yellow Fever; viral hemorrhagic fevers; communicable severe acute respiratory syndromes; Flu, coronavirus, or respiratory illness that can cause a pandemic.

### 9.3.2 Customer Feedback

The Office of Recovery and Resiliency is committed to the success of the Rental Repair Program. We care about what our citizen customers have to say as well as their expectations. Project Coordinators will provide a customer survey to each applicant 90 days following construction completion to obtain their level of satisfaction with the Rental Repair Program. Surveys will be conducted online or via phone call. All surveys will be documented in the System of Record. Surveys with negative feedback will be contacted within 24 hours to mitigate any potential complaints that are of a material nature to the applicant or their property.

Using the information in the customer survey will ensure the Rental Repair Program is focused on improving services while maintaining a finger on the pulse of the overall project. The goal is to continually improve internal processes as well as customer service skills. ORR staff will contact any applicant who indicates a concern to discuss a possible resolution, if applicable.

### 9.3.3 Case Management Support

Applicants may need support throughout the process. Applying to the Rental Repair Program may be complicated by the loss of documents or temporary residence outside of the area. ORR will establish and maintain partnerships with legal services and title companies, etc. to assist applicants with the application process. Project Coordinators will work in collaboration with other agencies to assist owners and displaced persons from inception to close-out. Each applicant will be assigned a Project Coordinator as a single point of contact to work with throughout the eligibility process. As applications are being accepted and reviewed for determinations of eligibility for assistance, each applicant will be advised and made aware of their application status.

## 9.4 Due Diligence for Communication with Applicants

The Rental Repair Program will follow a due diligence process to contact applicants to schedule personal consultations and meetings.

#### Required Documentation:

- Due diligence letter, and/or
- Personal consultation cancellation Letter

#### Due Diligence Process:

- The Rental Repair Program will record three (3) phone contact attempts in the System of Record.
- If contact has not been made with the applicant, the System of Record application status will be updated, and a due diligence letter will be mailed and/or emailed. The due diligence letter will be available in the System of Record.
- If contact has not been made with the applicant within seven (7) days of the date of the mailed due diligence letter, the applicant's application status will be updated in the System of Record, and a personal consultation cancellation letter will be mailed. The signed



personal consultation cancellation letter will be copied, scanned, and uploaded into the System of Record.

- If contact has not been made with the applicant within fifteen (15) days of the date of the mailed personal consultation cancellation letter, the applicant's application status will be updated to "inactive" in the System of Record and be subject to the inactive application process.

### **Missing Documentation**

Applicants must submit all required documentation for their application to be complete. Only after all documentation has been received by ORR, can an application be processed to completion and a final eligibility determination to be made. Applicants will be encouraged to submit all requested documentation before the Intake process is complete.

### **Voluntary Withdrawal**

An applicant may request to withdraw from the Rental Repair Program at any time before construction begins. The voluntary withdrawal process will be followed in the event an applicant requests to withdraw from the Rental Repair Program.

#### **Required Documentation:**

- Withdrawal request or Letter, if applicable.

#### **Voluntary Withdrawal Process:**

- The applicant's desire to withdraw must be recorded in the System of Record.
- The application status will be updated in the System of Record and a withdrawal letter will be mailed to the applicant.
- Applicants will also be provided an opportunity to voluntarily withdraw using an electronic method.
- Upon receipt of the withdrawal request, as noted, a withdrawal confirmation letter will be sent to the applicant and the System of Record application status will be updated to "Withdrawn".

### **Inactive Status Process**

An application may result in inactive status if any of the following conditions exist:

- Insufficient documentation has been submitted to verify all eligibility requirements;
- An applicant does not have the ability to fund a required gap amount;
- An applicant has not been responsive to a number of required meetings;
- Due to lack of information, a program assistance award calculation cannot be completed;
- Due to a program decision concerning damage to a property and the resulting program outcome; or
- Inactive files will be reviewed on a case-by-case basis to determine reactive status, as applicable.

#### **The Inactive Process:**

- The applicant's Project Coordinator will designate the application as Inactive with a detailed reason, and ensure all documentation is recorded in the System of Record.
- An letter will be generated and sent certified mail to the applicant informing them of their inactive status. This letter will include the reason for the inactive status and the Project Coordinator contact information as needed.

### **Demonstrable Hardship**

The Rental Repair Program may consider exceptions to various policies for applicants who demonstrate undue hardship. Applicants in this situation will be reviewed to determine whether their priority ranking or denial of program assistance will further perpetuate the circumstances attributing to such hardship. A demonstrable hardship may include but is not limited to, the following: prolonged job loss, substantial reduction to household income, death of a family member, unexpected and extraordinary medical bills, a disability, etc. Requests for an exception to Rental Repair Program based on an undue hardship will be evaluated on a case-by-case basis.

### **Applicant Concerns, Requests, Suggestions, And Appeals**

During the course of the Rental Repair Program's operations, decisions will be made on housing assistance applications and/or housing project types to be delivered. These decisions will be made based on applicable statutes, codes of federal regulation, state, and local codes and ordinances, local guidelines, and program operational procedures, as each is interpreted by ORR.

During the course of these activities, it is possible that citizens may have a legitimate concern, request, or suggestion. In addition, once they receive a response to their application for services, they may believe they have a legitimate reason to appeal a decision. In order to allow for such circumstances, applicants are allowed to communicate their program concerns, requests, and suggestions; and appeal program decisions related to one of the following activities:

- A program eligibility and/or priority determination;
- A program assistance award calculation;
- A program decision concerning housing unit damage and the resulting program outcome; or
- A demonstrable hardship.

Citizens may submit a written concern, request, suggestion, or appeal to the Rental Repair Program by sending an email to [@volusia.org](mailto:@volusia.org) or submit by postal mail to the following address: INSERT VOLUSIA COUNTY CONSTITUENT SERVICES ADDRESS

ORR's Administrative Specialist for Constituent Services will make every effort to provide a timely written response upon receipt of a citizen's petition, usually within fifteen (15) business days, as expected by HUD, where practicable. If a citizen is not satisfied by the response, the citizen may file a written appeal by following the instructions contained within the letter of response. If at the conclusion of the appeals process the citizen has not been satisfied with the response, a formal complaint may then be sent directly to the regional Department of Housing and Urban Development (HUD) at:

U. S. Department of Housing and Urban Development  
 Charles E. Bennett Federal Building  
 400 W. Bay Street, Suite 1015  
 Jacksonville, FL 32202

## 9.6 Environmental Criteria and Standards

In accordance with HUD regulations, environmental reviews will be a factor in determining eligibility for Rental Repair Program assistance. Applicant properties will be subject to environmental and historic preservation mitigation requirements and the results of the site-specific environmental review may affect the Scope of Work.

It is possible that sites may be determined in close proximity to major noise sources such as but not limited to airports, industrial facilities, railroads, or major thoroughfares. 24 CFR Part 51 Subpart B requires HUD programs to protect beneficiaries from excessive noise in their communities and place of residence. The purpose of these regulations is to establish acceptable noise exposure standards and guide noise attenuation approaches for HUD-assisted projects. Noise attenuation needs will be identified during the environmental review. Under these circumstances, the policy of the Rental Repair Program is that it will fund maximum benefit noise attenuation measures required to reduce noise levels to HUD's standards. Although not required for rehabilitation work, noise attenuation will be encouraged.

### Hazardous Operation Definitions

Definitions related to the HUD-assisted projects relative to their proximity to hazardous operations are provided in the Environmental Criteria and Standards regulations at 24 CFR Part 51 Subpart C. These include: acceptable separation distance, blast overpressure, danger zone, hazard, hazardous substance, HUD-assisted project, and thermal radiation level. The purpose of these regulations is to establish safety standards for HUD-assisted projects, raise awareness of inherent potential dangers, and to provide guidance on identifying hazardous facilities, and determining acceptable separation distances. These definitions will be employed during the environmental review.

### Hazardous Operations and Project Site Proximity

Properties may have above-ground storage tanks with a capacity in excess of 100 gallons for residential Liquefied Natural Gas (LNG) or Propane use. It is possible that project sites for on-site reconstruction (e.g. new construction) may be determined in close proximity to hazardous operations.

Under these circumstances and consistent with HUD's Environmental Criteria and Standards at 24 CFR Part 51 Subpart C relative to hazardous operations, it is the policy of Rental Repair Program that it will not approve an application for reconstruction at a project site that is less than the pertinent acceptable separation distance unless practicable mitigation measures are included as possible within the target property parcel.

### Airports and Airfields Definitions

Definitions related to HUD-assisted projects relative to Runway Clear Zones at a Civil Airport or Runway Clear Zones or Accident Potential Zones at a Military Airfields are provided in the Environmental Criteria and Standards regulations at 24 CFR Part 51 Subpart D.

These include: accident potential zone, airport operator, civil airport, runway clear zone, and clear zone. The purpose of these regulations is to establish compatible land uses around the civil airport and military airfields along with standards for HUD assistance therein. These definitions will be used during the environmental review.

### Airports and Airfields and Project Sites

It is possible that project sites for major rehabilitation and on-site reconstruction may be determined within a Runway Clear Zone at a Civil Airport or Runway Clear Zone or Accident Potential Zone at a Military Airfield.

Under these circumstances and consistent with HUD's Environmental Criteria and Standards at 24 CFR Part 51 Subpart D to avoid incompatible land uses relative to these zones, it is the policy of Rental Repair Program that such applications will not be approved. This will be a benefit eligibility factor.

**Exceptions:**

An application may be considered eligible in these zones where extenuating circumstances exist but must be approved by a designated Certifying Officer as defined in 24 CFR Part 58.2(a)(2).

**Procedures:**

- Site-Specific Environmental Review will determine project site location proximity relative to civil airports and military airfields with the use of the Geographic Information System application.
- Direct field observation will be conducted during the initial construction inspection.
- Sites within one (1) mile of such facilities will be compared with pertinent operator provided zones.

**Contaminated Properties**

During the application review, it may be determined that the project site or adjacent property is potentially contaminated with hazardous materials, toxic chemicals, and gases, or radioactive substances. These do not include common household chemicals.

In accordance with HUD policy outlined at 24 CFR Part 58.5 (i) (2) Environmental Standards, HUD-assisted projects must be free of such substances; therefore the Rental Repair Program will not approve assistance where the project site review results in observable environmental conditions (as defined by the Standard Testing and Material E1527-05 American Environmental Site Assessment Process) on the target property or affecting it. This policy does not apply to conditions in the structure such as lead-based paint, asbestos- containing materials, or mold as these conditions are addressed in separate policies.

A portion of the benefit proceeds may be used to better characterize and delineate an identified environmental condition through completion of a Phase I Environmental Site Assessment (ESA) which may include an estimate for additional Phase II work and plan/estimate for abatement thereafter. A portion of the assistance may be used for abatement, where costs are not prohibitive. The Rental Repair Program will consider, review, and approve in advance, on a case-by-case basis, proceeding to Phase I and II ESA work along with abatement proposals.

The identified environmental condition must be successfully resolved or addressed in accordance with applicable state and federal requirements as documented with "no further action" findings from either Volusia County Building and Code Administration or the US Environmental Protection Agency in order for the application to be considered eligible.

**Procedures:**

- Site-Specific Environmental Review will determine project site location proximity relative to known and reported sources with the use of Geographic Information System application.

- Coordination with local authorities on known contaminated properties, as necessary.
- Direct field observation will be conducted on environmental conditions during initial construction inspections.
- Review of regulatory agency documentation, as necessary.
- Review of Phase III Environmental Closure Reports, as necessary.

### **Lead-Based Paint**

For houses built before 1978 (when EPA banned lead-based paint) and that are to be demolished to clear a lot for new house construction or as a part of the buyout program, home builders will retain demolition contractors to properly demolish and dispose of construction debris.

For houses that were built before 1978 (when EPA banned lead-based paint) and are eligible for rehabilitation, a lead based paint assessment will be conducted by a licensed lead-based paint assessor subcontracted to the rehabilitation contractor assigned to the applicant by the Implementation Contractor (IC).

The lead-based paint assessor will be notified of houses qualifying for an assessment by the rehabilitation subcontractor assigned to them and will be given a construction work order with the specific house and construction quantity information.

The lead-based paint assessor will provide an estimate of the assessment to the rehabilitation subcontractor and the rehabilitation subcontractor will provide this estimate to the IC. The IC will then review the estimate to determine if it is within the assessment cap. Assessment amounts above the cap will be presented to the APM for Construction for consideration. Upon approval, the lead-based paint assessor will prepare an assessment report to be uploaded to the System of Record.

The report will include at a minimum:

- Delineation of existing lead-based paint areas within the house;
- List of Requirements for lead-based paint remediation as required by HUD, EPA, and Florida Department of Health regulations; and
- Any other required section based on HUD, EPA, and Volusia County Department of Health Services regulations.

In the cases where lead-based paint is found and remediation is required, the rehabilitation subcontractor will retain a lead-based paint remediation contractor to prepare an estimate of the remediation. This estimate will be provided to the IC by the rehabilitation subcontractor for comparison to the remediation cap prescribed by the MOD. Remediation amounts above the cap will be presented to the APM for Construction for consideration.

Upon approval, the lead-based paint remediation subcontractor will perform the work and the lead-based paint assessor will make interim inspections and prepare a clearance report at the end of the rehabilitation construction project. The property owner will be given a home hazards pamphlet upon positive identification of the lead hazard as well as the assessment report and the clearance report.

For houses built before 1978 and rehabilitated, reconstructed, or bought out, lead-based paint shall be disposed of in accordance with applicable HUD, EPA, Florida Department of Health and any other applicable regulations unless lead based paint inspection and testing have been

performed to show that the house does not contain lead-based paint. For houses that were built in or after 1978, when EPA banned lead-based paint, it is assumed that lead is not present.

Effective for all rehabilitation construction activities, all lead-based paint hazards in site-built home rehabilitations will be abated. 24 CFR section 35.100, defines abatement as: “any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards (see definition of “permanent”). Abatement includes: (1) The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and, (2) All preparation, cleanup, disposal, and post-abatement clearance testing activities associated with such measures. Abatement strategies include on- and off-site paint stripping, component replacement, enclosure, and encapsulation. For the Lead Safe Housing Rule, "permanent" enclosure or encapsulation means that the activity must have "an expected design life of at least 20 years" to be considered to be abatement.

### **Coastal Barrier Resource Areas**

The Coastal Barrier Resources Act precludes federal assistance such as residential rehabilitation and reconstruction in designated Coastal Barrier Resource System (CBRS) units. The damaged property for which assistance is being requested cannot be in a CBRS unit.

The current FEMA (FIRM) Flood Insurance Rate Map will be used to determine if the damaged property is in a CBRS unit. Applications for damaged property in a designated CBRS unit will be determined ineligible for federal assistance. The IC will ensure the most current FIRM is used for determination. Where it is unclear if the damaged property is in a CBRS unit, the APM for Construction will consult with the US Fish and Wildlife Service for a written determination.

### **Asbestos Containing Materials (ACM)**

Volusia County’s Implementation Contractor, its contractors, and sub-contractors will familiarize themselves with Florida Building Code 105.9 concerning Asbestos and Florida Statutes Section 469.003, which requires all contractors working with asbestos to maintain a license issued by the Florida Department of Business and Professional Regulation.

The EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) residential exemption for ACM applies to residents served under the Rental Repair Program for reconstruction only. In addition, for houses that are eligible for reconstruction or buyouts, home builders are required to retain demolition subcontractors to perform all demolition and disposal activities in accordance with applicable federal, state, and local regulations and utilize industry accepted techniques to complete the demolition work. For houses that are eligible for rehabilitation, an ACM assessment will be conducted, if needed, by a certified ACM assessor subcontracted to the rehabilitation subcontractor assigned to the applicant by the IC. When an ACM assessment is needed, the following will take place:

- The ACM assessor will be notified of houses qualifying for an assessment by the rehabilitation subcontractor assigned them and will be given a work order with the specific house and construction quantity information.
- The ACM assessor will provide an estimate of the assessment to the rehabilitation subcontractor and the rehabilitation subcontractor will provide this estimate to the IC. The IC will then review the estimate to determine if it is within the assessment cap.
- Upon approval, the ACM assessor will prepare an assessment report and upload it into the System of Record.

- The report will include at a minimum:
  - a. Delineation of existing ACM areas within the house;
  - b. List of requirements for ACM remediation as required by EPA and Florida Department of Health regulations, and any other required sections based on HUD, EPA regulations; and
  - c. In the cases where ACM is found and remediation is required, the rehabilitation subcontractor will retain an ACM remediation contractor to prepare an estimate of the remediation. This estimate will be provided to the IC by the rehabilitation subcontractor for comparison to the remediation cap prescribed in the MOD.
- Upon approval the ACM assessor will make interim and/or final inspections and prepare a clearance report at the end of the rehabilitation construction project.
- The property owner will be given a home hazards pamphlet upon positive identification of the ACM hazard as well as the assessment report and the clearance report.

For each rehabilitation, reconstruction, or buyout project, ACM is to be disposed of in accordance with applicable EPA, and any other applicable regulations unless an ACM inspection and testing have been performed to show that the house does not contain ACM.

ACM assessment estimates, ACM assessment reports, ACM remediation estimates, and ACM remediation will be conducted, as necessary. ACM clearance reports and ACM notification documents will be completed and delivered as necessary.

### **Environmental Reviews**

Grantee funding assistance from HUD is contingent on compliance with the National Environmental Policy Act and related environmental and executive orders. Accordingly, environmental review activities will be carried out for each funded Program activity.

The HUD Environmental Review Procedures are outlined in 24 CFR Part 58 and allow grantees to assume environmental review responsibilities. ORR assumes the role of the Responsible Entity, as outlined in 24 CFR Part 58 Subparts A and B, to undertake compliance effort for the Rental Repair Program. ORR will be responsible for required environmental reviews.

ORR will conduct the environmental analysis and prepare compliance documentation in support of Tier I and Tier II Site Specific environmental reviews in accordance with HUD's regulations. The Rental Repair Program will review all environmental draft documents as outlined in the required documentation and sign all documents requiring Responsible Entity or agency official signatures.

Once the Rental Repair Program has satisfactorily reviewed and signed off on the Site-Specific Checklists and all supporting documentation, it will provide written clearance to the APM for Construction for each activity. Applicants are responsible for fully completing any application forms and/or questionnaires and working in good faith with the Environmental Consultant where additional documentation may be necessary to resolve an outstanding environmental/historic preservation compliance factor. The APM for Construction will monitor the environmental review implementation and the APM for Policy and Compliance will conduct periodic audits of Environmental Review Records (ERR).

### **Tier II Site Specific Reviews**

The HUD Environmental Review Procedures are outlined in 24 CFR Part 58 and other compliance requirements are outlined in their Environmental Criteria and Standards at 24 CFR Part 51. Because site-specific environmental analysis may not be possible early in the implementation of the Rental Repair Program, HUD allows for a tiered approach by conducting a broad-scale environmental review to eliminate some unnecessary and repetitive review at the site-specific level. A site-specific environmental review strategy is also developed at this stage to implement when specific locations are identified.

The Rental Repair Program's approach to aggregating projects by activity and geographic area is defined in the project description section of the Tier II report. The approach of conducting site-specific environmental reviews is outlined in the respective Tiering Plans, and Site-Specific Checklists developed as part of the Environmental Consultant's review. Furthermore, specific policies and procedures to implement environmental reviews have been developed. Accordingly, it is the Rental Repair Program's policy that environmental reviews will be carried out per the above HUD regulations before any site-specific activities or funding is approved to proceed.

Site-specific environmental reviews will be achieved through application review desktop research, direct field observation during the initial construction inspection, and agency coordination/consultation, as necessary. Reviews will be documented in the System of Record. Any resultant implementation conditions resulting from environmental reviews will become part of the benefit agreement.

**Procedures:**

- The APM for Construction will coordinate with the Environmental Consultant and the IC.
- The IC will obtain written clearance from the Environmental Consultant prior to authorizing the GC to start construction.
- The APM for Policy and Compliance will review environmental records in the System of Record and the Compliance Field Coordinators will confirm that the environmental reviews are conducted.

## 9.7 Historic Properties

In accordance with the National Historic Preservation Act, the Rental Repair Program will conduct a site inspection prior to the rehabilitation, reconstruction, or buyouts of a property to confirm the presence of any historic properties (structures) as defined in 36 CFR Part 800.16 or 44 CFR Part 59.1 Subpart A. In the event that any eligible property meets the definition of a historic property, mitigation measures may need incorporating to avoid or reduce adverse effects to the historic property, including historic districts.

In the case of substantial improvements to historic properties in the floodplain, per the National Flood Insurance Program at 44 CFR Part 60 Subpart A, the variance provisions at 44 CFR Part 60.6 will apply as implemented by the applicable local floodplain ordinance. In order to retain the architectural integrity of historic structures, so they maintain their National Register of Historic Places eligibility, flood-proofing approaches other than structure elevation may be more appropriate.

The variance will be the minimum necessary to retain each historic property's integrity. Similarly, historic properties not in the floodplain may require the use of certain construction materials, design features, or workmanship to retain their integrity; whether in a historic district or not.

Construction activities will be closely coordinated with the applicant and Volusia County ORR. Volusia County ORR will sign the HUD FL FEMA Programmatic Agreement ("PA") regarding



National Historic Preservation Act Section 106 compliance or execute the PA between the region IC of the U.S. Department of Housing and Urban Development and the Florida Division of Historical Resources for the review of HUD- Funded activities. The PA provides for a more efficient means of compliance with Section 106 requirements. The costs associated with historic property mitigation are eligible costs up to the maximum benefit.

**Procedures:**

- Site-Specific Environmental Review Tier II will determine whether a property is listed on the National Register of Historic Places or located in a National Register Historic District.
- An SOI qualified person will draft a Determination of Eligibility (DOE) and send it to SHPO for eligibility concurrence, as necessary.
- Consultation with the Volusia County ORR will be obtained if any project will have an adverse effect determination, a Memorandum of Agreement will be prepared, and guidance and policy from the Advisory Council on Historic Preservation (ACHP) will be followed.
- Reviews of rehabilitation inspection reports and/or construction Scope of Work and elevations to confirm historic character defining features will be conducted, as required.

## 9.8 Financial Basics

A fundamental purpose of grant financial management is to ensure the appropriate, effective, timely, and ethical use of grant funds.

Specifically, ORR will ensure:

- Internal controls are in place and adequate;
- Documentation is obtained and available to support accounting record entries;
- Financial reports and statements are complete, current, reviewed periodically; and
- Audits are conducted in a timely manner and in accordance with applicable standards

### Program Income

Volusia County does not intend to implement any programs that generate income as described in 24 CFR

570.489. If program income is generated, Volusia County will utilize program income as follows: Income received prior to the grant closeout will be utilized as additional CDBG-DR funds in the same manner as other CDBG-DR funds referenced; any income received after the grant closeout, will be transferred to Volusia County’s annual CDBG award.

If program income is generated, ORR will input the amount of program income into DRGR on a quarterly basis. With the input of program income, the Project Budgets and Activity Budgets will also be updated. After the adjustments in DRGR have been made to account for program income, ORR will resubmit the DRGR Action Plan for HUD approval.

## 9.9 Suspension and Debarment

ORR will follow the procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and

contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities<sup>6</sup>.

Prior to award, it must be ensured that all contractors receiving CDBG-DR funds have met all the eligibility requirements outlined in state and federal law. Volusia County will verify that the IC is not debarred or suspended at the time of the contract award. The IC must verify the eligibility of all general contractors, subcontractors, or any entity receiving federal funds for delivering program services. At a minimum, the following steps must be taken to ensure contractor eligibility for all services procured:

**Contractors:** All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management ('SAM') to ensure the contractor is in good standing and has not been debarred. A copy of the Sam search result must be kept in the file on that contractor. The SAM portal can be found here: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

**Subcontractors:** ORR will notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements. It should be noted that if any of the above-listed parties are deemed ineligible to receive CDBG-DR funds after the award of the contract, the contract will be immediately terminated.

## 9.10 Conflicts of Interest

A conflict of interest is, by definition, a conflict between the private interests and the official or professional responsibilities of a person in a position of trust. Volusia County's Merit Rules and Regulations contain prohibit County employees from engaging in any activity that may generate a conflict of interest. ORR has a firm expectation that all staff will be diligent in the avoidance of potential and actual conflicts of interest, as well as perceptions of conflicts of interest. A conflict of interest may occur when the private interests of a person in a position of trust are inconsistent with or impede his/her official responsibilities. This is especially true when applicants are selected to receive assistance and when contracts for goods or services are awarded.

To establish internal controls for identifying potential conflicts of interest, all team members, employees, and other parties participating in the determination of eligibility and/or the distribution of funds, are expected to practice good judgment when presented with a situation, which may involve a potential or actual conflict.

All Rental Repair Program staff are required to make full disclosure to their direct supervisor of any interests, relationships, and holdings, which could potentially result in a conflict of interest. Potential conflicts of interest may include relationships with neighbors, acquaintances, friends, family members, and other members of the community. In the event that any ORR staff member becomes conscious of any current or prior relationship or familiarity with a potential applicant, they are required to notify their direct supervisor, who will make arrangements to ensure that the staff member does not process or interact with applications involving potential conflicts of interest.

This separation of responsibility will ensure an unbiased approach to the processing of all applications and final eligibility determinations. The goal is for every Volusia County citizen to have confidence that their application is being processed with expedient efficiency and integrity. In the event a potential or actual conflict is reported, the ORR Program Management Director will

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<sup>6</sup> 2 CFR 200.318(h) and 2 CFR 200.213

review the circumstances in-depth and be responsible for determining the course of action to be taken if a conflict is found to exist. If a team member has any doubt as to whether a current or prior relationship poses a potential conflict of interest, they should request guidance from their supervisor.

## 9.11 Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires Grantees to ensure that training, employment, and other economic opportunities generated by certain HUD financial assistance shall be directed, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, to low- and very low-income persons. Section 3 regulations do not mean Grantees or contractors are required to hire Section 3 residents or award contracts to Section 3 businesses.

ORR will ensure that Section 3 language is incorporated in all applicable contracting documents generated in conjunction with the use of HUD funding. ORR's APM for Policy and Compliance serves as a resource to assist the contractors and subcontractors with Section 3 compliance. The APM for Policy and Compliance may request additional documentation from contractors or subcontractors to ensure compliance.

Contractors must, to the greatest extent feasible, employ Section 3 residents as 30% of all direct new hires. Contractors must, to the greatest extent feasible, award at least 10% of the total dollar amount of all subsequent contracting and subcontracting opportunities to Section 3 businesses for construction projects and 3% for non-construction projects. The contractor must report its efforts to meet Section 3 requirements to the ORR Section 3 Coordinator on a quarterly basis by completing HUD form 60002. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goal was not feasible.

Section 3 Business Concern is a business in the local area that is able to demonstrate one of the following:

- 51% (or more) of the business is owned by one or more Section 3 residents, and whose management and daily business operations are controlled by one or more such individuals;
- At least 30% of the business workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of the date of first employment with the business; and/or
- Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

A Section 3 resident is an individual residing in Section 3 local area that can document that he/she is one or more of the following:

- A public housing resident;
- A participant in a DOL /YouthBuild program;
- A member of a family that receives federal housing assistance;
- An individual who meets the HUD income limits for determining the eligibility of low- and very low- income persons for HUD-assisted housing programs within the metropolitan area or non- metropolitan county; and/or
- Under the HUD-established income limit for a one-person family for the jurisdiction.

## 9.12 Fair Housing

During the operations of the Rental Repair Program, ORR will utilize fair housing principals and take action necessary to affirmatively further fair housing to include:

- Seeking participation from organizations whose target populations include individuals and families in the LMI category.
- Creating and implementing a Fair Housing Outreach Plan which incorporates knowledge obtained from:
  - a. Volusia County's Analysis of Impediments to Fair Housing (AI).
  - b. Fair Housing activities conducted by fair housing stakeholders.
  - c. Organizations that advocate on behalf of disadvantaged population groups.

### Procedures:

- During planning, public comment, implementation and ongoing operations of its Housing Recovery Programs, ORR will invite participation from neighborhood organizations, community development organizations, social service organizations, community housing development organizations, and members of each distinct affected community or neighborhood which might fall into the low- and moderate-income community assistance category.
- ORR will utilize a wide range of knowledge gained from various fair housing sources to develop a Fair Housing Outreach Plan. These sources include:
  - a. Volusia County's Analysis of Impediments to Fair Housing (AI).
  - b. Fair housing surveys, public awareness activities, fair housing fairs, and roundtables detailed in Volusia County's Consolidated Annual Performance and Evaluation Report to HUD and conducted by select fair housing stakeholders such as:
    - The FL Human Affairs Commission (HAC).
    - FL Department of Consumer Affairs (DCA).
    - The FL State Housing Finance Development Authority (SHFDA).
  - c. The SoVI® index of vulnerability factors
  - d. The National Association for the Advancement of Colored People's (NAACP) adaptation planning structure is described in the organization's paper on "Equity in Building Resilience in Adaptation Planning".
- ORR will implement the Fair Housing Outreach Plan, monitor plan implementation for success, and make adjustments to the plan as needed.

## 9.13 Citizen Participation Plan

ORR values citizen and stakeholder engagement. Volusia County has developed a Citizen Participation Plan in compliance with § 24 CFR 91.115 and applicable HUD requirements to set forth the policies and procedures applicable to citizen participation. This plan is intended to maximize the opportunity for citizen involvement in the planning, development, and execution of the Volusia County CDBG-DR program. In order to facilitate citizen involvement, Volusia County has identified target actions to encourage participation and allow equal access to information about the Rental Repair Program by all citizens. Volusia County intends to focus outreach efforts

to facilitate participation from LMI individuals, non-English speaking persons, and other disadvantaged populations. ORR has published its Action Plan in Spanish as well as English. In addition to citizen involvement, Volusia County encourages the participation of regional and State-wide institutions. Volusia County will consider any comments received in writing, via email, or expressed in-person at official public hearing events. Additionally, to permit public examination and public accountability, Volusia County will make the above information available to citizens, public agencies, and other interested parties upon request.

In anticipation of receiving federal CDBG-DR funds, ORR is required to incorporate specific citizen participation requirements. This plan outlines how ORR intends to meet or has already met these requirements. As the agency administering the CDBG-DR Program, ORR is committed to furthering fair housing through established affirmative marketing and outreach activities. ORR will take steps based on the Fair Housing Act of 1968 to reduce disparities in housing choice, access, and opportunities based on protected classes (e.g., race, color, religion, familial status, sex, national origin or disability). Toward achieving that objective, ORR will ensure that its outreach, communication, and public engagement efforts are comprehensive in order to reach as many impacted citizens as possible.

### **Outreach Activities and Public Hearings**

The objectives of ORR's outreach activities are to ensure that all citizens are aware of the CDBG-DR funding and planning process, have an opportunity to comment on or suggest proposed uses for the funds, and to maximize public awareness and access to CDBG-DR program funds when available.

### **Limited English (LEP) & Special Needs**

Volusia County is committed to providing all citizens with equal access to information about the recovery program, including persons with disabilities and Limited English Proficiency (LEP) persons. Volusia County follows HUD's regulation, 24 CFR Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development—Effectuation of Title VI of the Civil Rights Act of 1964," which requires all recipients of federal financial assistance from HUD to provide meaningful access to LEP persons.

ORR has adopted a Language Assistance Plan (LAP) in order to provide meaningful access to its programs and activities by persons with LEP. In accordance with federal guidelines, ORR will make reasonable efforts to provide or arrange free language assistance for its LEP persons. When a significant number of non-English speaking residents can be reasonably expected to participate in public hearings or open comment periods, materials to be handed out will be translated into the appropriate language, citizen comments in a language other than English will be translated, and translators will be present. These populations will be identified through mapping of Census and other data or non-profit or stakeholder identification of need. The SoVI® Targeted, specialized outreach will be conducted to these populations in order to ensure proper notice of the opportunity to attend hearings or provide input on all proposed plans.

The LAP focuses on plans for individuals with limited English proficiency. Plans to meet the communication needs of clients who are deaf, hard-of-hearing, or blind are also important and will be properly addressed by reasonably complying with applicable legislation such as Section 504 and the Section 508 Amendment to the Rehabilitation Act of 1973, and Title II and Title III of the Americans with Disabilities Act (1990).

Meaningful access is free language assistance in accordance with federal guidelines. The number and proportion of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be encountered by the Rental Repair Program or grantee are based on U.S. Census

Bureau American Community Survey (ACS) 2006-2010 population. Based on the eligible population, it was concluded that Spanish is the only majority language spoken, other than English, in any eligible county for the CDBG-DR Program. As a result of this initial population analysis, all Action Plans, any ensuing amendments, outreach materials and any application and related guidance materials will be published in both English and Spanish.

### **Public Website**

To provide the public with comprehensive information on the status of mitigation activities, ORR has created a Hurricane Ian Recovery website, which can be found at: Transform386.org. The Transform386 website includes the HUD-approved CDBG-DR Action Plan, any action plan amendments, program availability, Quarterly Performance Reports (from the HUD DRGR system), policy and procedure manuals, procurement policies, and the status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.); and other required and pertinent information.

### **Timely Expenditure**

Timeliness of expenditure for the grant funds is defined as 6 years from the time of HUD's execution of the grant agreement. Volusia County will track expenditure projections monthly over the life of the award utilizing the HUD-provided Projection of Expenditures and Outcome Template, in conjunction with the Disaster Recovery Grant Reporting (DRGR) system. Volusia County will submit a complete projection of expenditures within 120 days after the initial Action Plan has been submitted through the DRGR system. Revised projections will be sent to HUD when program changes impact projected outcomes, funding levels, and recovery timelines. Volusia County will manage financial transactions through the SCEIS record system.

## **9.14 Disaster Recovery Grant Reporting (DRGR)**

As required by HUD, ORR will utilize the Disaster Recovery Grant Reporting System (DRGR) to submit its Action Plan detailing its projected use of CDBG-DR grant funds and report quarterly on its accomplishments pertaining to the same. In addition, DRGR will be used to draw down CDBG-DR grant funding from HUD.

ORR staff will ensure that accurate information is collected and reported to HUD in DRGR and that relevant systems and procedures comply with Federal policies and requirements governing reporting. Additionally, they will ensure that the Quarterly Performance Reports (QPR)s, Public Law Documents, and other required documents are properly uploaded to the Hurricane Ian website for Public viewing.

### **Procedures:**

- DRGR breaks down a grant into categories known as projects. It further breaks down each grant project into subcategories called activities. Activities are grouped in a project based on their geographic or National Objective similarities. ORR will base its DRGR projects on those stated in the Action Plan.
- Activities are based on a single National Objective. Each National Objective is defined by HUD and has individual requirements that must be met by ORR. Any activity actions that do not meet a specific National Objective's requirements must be reported under a new separate activity.
- QPRs are to be submitted to HUD no later than 30 days after the end of a Quarter. A copy of the QPR, Public Laws, and other required documents must be uploaded to the

Hurricane Ian website within 3 days. The same 3-day requirement applies to QPR resubmissions and approved QPRs.

- All Action Plan Amendments must be properly reflected in DRGR the quarter they occur.

# 10.0 Quality Control and Compliance

## 10.1 Internal Audit

Internal Audit is independent of ORR and reports directly to the County Manager. Internal Audit utilizes three types of internal audit mechanisms to review County activities: operational, compliance, and forensic. Each of these . Auditing activities may involve a direct review of the actions pertaining to the following subject areas:

1. Application Intake
  - a. Eligibility Verification; and
  - b. Duplication of Benefits Analysis.
2. Construction
  - a. Environmental Reviews;
  - b. Septic Tank Approvals;
  - c. Lead-based Paint Reviews;
  - d. Construction Standards;
  - e. Timeliness Standards;
  - f. Cost Reasonableness of Labor and Materials; and
  - g. Demolition.
3. Programmatic
  - a. Citizen Participation Compliance;
  - b. Section 3 Compliance;
  - c. Fair Housing Compliance; and
  - d. Relocation Activities.

Other activities conducted by Internal Audit include:

- Review of Individual Department Audits such as Finance, DRGR, and Monitoring.
- Review of specific program pricing policies to ensure that the decisions that are made are in the best interest of the Rental Repair Program, Applicant, and Taxpayer.
- Review of Customer Service Complaints at both intake and throughout the process.
- Review of any items received through the Internal Audit Hotline at (386) 822-5056.

Internal Audit will specifically monitor the following:

1. Intake Documentation
  - a. Review files to verify applicant program eligibility;
  - b. Review files of applicants classified as unlikely to be served to ensure eligibility validity; and
  - c. Internal Audit will review a minimum of 25% of applicant files.



2. Construction Monitoring
  - a. Review construction files to ensure consistent and appropriate documentation, including evidence of permits;
  - b. Validate initial demolition costs and any exceptions that are approved by the Special Case Panel when necessary; and
  - c. Internal Audit will review a minimum of 25% of completed construction projects.
3. Special Case Monitoring
  - a. 100% of the files will be reviewed that are submitted to the Special Case Panel. These reviews will focus on eligibility, cost containment, and the appropriate and timely scope of work items.

On a weekly basis, Internal Audit reports the number of cases reviewed to the Operations Manager and the APM for Policy and Compliance as a metric of Internal Audit progress. Internal Audit reports any issues identified through daily monitoring activity to the contractor to facilitate expeditious corrections.

On an as-needed basis, other audits or reviews will be completed using an approved audit program. The results will be reported through a formal report along with any findings.

Semi-Annual reports are provided to the Steering Committee to ensure they are aware of Internal Audit's progress.

### **Auditee Responsibilities**

In accordance with 2 CFR § 200.508, ORR must:

- Procure or otherwise arrange for the audit required by this part in accordance with §200.509 Auditor selection, and ensure it is properly performed and submitted when due in accordance with § 200.512 Report submission;
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with § 200.510 Financial statements;
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with § 200.511; and
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

### **Audit Hold**

Citizens participating in ORR Programs are required to submit documents to meet program eligibility requirements. These documents are subject to examination by the Internal Auditor.

In the event that the Internal Auditor does not agree on the eligibility of an applicant's documentation, the Internal Auditor may place a file on audit hold, pending an investigation and/or the submission of additional documentation. The audit hold process is as follows:

1. The Internal Auditor disputes an applicant's eligibility.
2. The Internal Auditor places the case on audit hold and notifies the IC.

3. The Internal Auditor will coordinate with ORR in order to contact the applicant and make them aware that their case has placed on audit hold and the reasoning behind the hold.
4. The IC must respond within two days and attempt to resolve issues within 30 days.
5. After a case has been on audit hold for 30 days, without resolution, it must be placed on an audit tracker that will be updated weekly and sent to all directors and the IC.
6. Monthly, or more frequently if necessary, an Audit Reconciliation Meeting will occur. Attendees may include: the ORR Director, the Internal Auditor, the Operations Manager, a representative from the IC, a County Attorney, or someone appointed as any of the named attendees' designee.
7. A decision will be made at this meeting on whether the cases on a 30 day+ audit hold will move forward or will be closed. If a case is closed, the APM for Policy and Compliance will prepare a decision memorandum to indicate the reasons why the case cannot move forward. The County Attorney will review, sign, and send the letter to the Operations Manager for a final decision. This decision memorandum must be uploaded to the System of Record. The applicant has the right to appeal an adverse decision.
8. If the ORR Operations Manager decides that the hold is not justified, the Internal Auditor must remove the hold from the file within 24 hours. Audit reserves the right to write a decision memorandum outlining their position on the matter.

If a case is placed on audit hold after construction is complete, but prior to the payment of the final invoice for the case file, then the Audit Department will be responsible for drafting a memo outlining the facts of the case to be placed in the case file. The Finance Department will not withhold a payment to the IC for completion of the construction activities unless ordered to do so by the ORR Director.

## 10.2 Special Case Panel

ORR will review and respond to concerns, suggestions, requests, and other issues that warrant consideration pertaining to its CDBG-DR Program by utilizing a Special Case Panel (SCP). The Special Case Panel (SCP) is a five-member panel that will address unique issues when they arise and will issue decision memorandums or the equivalent on each matter it considers. The decision memorandum will be signed by the Operations Manager, who will serve as the SCP chair and present decisions to the ORR Director for final approval. Once the decision memorandum is signed by the ORR Director, it will be uploaded to the System of Record.

Throughout the life of the Rental Repair Program, decisions will be made based on the Special Case Panels interpretation of the specific issue and all relevant federal, state, and/or local statutes, regulations, codes & ordinances, as well as the CDBG-DR Action Plan and Single Family Repair and Replacement Policies and Procedures effective at the time of consideration. In the event that the Special Case Panel addresses a recurring issue that has the potential to impact a wider range of applicants, ORR will consider amending the policy and procedure manual to encompass the policy implications of the issue.

### 10.2.1 Potential SCP situations

The SCP may review situations that include, but are not limited to the following:

- Any proposed construction in excess of established program pricing guidelines;
- All requests for ORR-funded flood insurance;

- All WACC change order requests;
- Any requests for portable storage units in excess of one (1) per active construction site;
- Any proposed buyout award in excess of established program guidelines;
- Any items a contractor believes are truly excessive and outside the scope of the standard fixed price; and
- Complaints, Appeals, or other Special Circumstances as requested by the Special Project Coordinator for Case Management.

ORR has defined excessive demolition as the demolition of structures in excess of 3,500 square feet. For excessive demolition, ORR will pay for the square footage over 2,000 at the lowest possible demolition rate available in the fixed price list.

The SCP Chair may authorize one or more panel members to preliminarily-approve emergency change orders for work in excess of program pricing guidelines. Emergency change orders that receive preliminary approval must be presented to the SCP at the next scheduled meeting for final approval.

Internal Auditing may review the change order and research any findings of inappropriate scope items. Internal Auditing will forward any findings to the ORR Program Management Director. The Director will make a final determination as to whether Volusia County will pay for any scope items designated as inappropriate by Internal Auditing. Internal Auditing must submit documentation of the review into the System of Record.

Other types of Review Panels may be appointed by the ORR Director or Operations Manager, as necessary.

## 10.3 Complaints and Appeals

ORR staff is responsible for responding to complaints and appeals in a timely and professional manner. A complaints and appeals process will be afforded to applicants to provide a quick and efficient system for resolution of concerns or disputes that applicants may have with the procedures followed or services provided by ORR. The complaints and appeals procedure will include both an informal complaint process and a written appeal. ORR will keep a record of each complaint or appeal that it receives to include all communications and their resolutions. Complaints alleging violation of fair housing laws will be directed to the U.S. Department of Housing and Urban Development for immediate review. Complaints regarding fraud, waste, or abuse of government funds will be forwarded to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).

When a complaint is received, the assigned Project Coordinator will respond to the complainant within ten (10) business days where practicable. For expediency, the ORR staff shall utilize telephone communication as the primary method of contact; however, email and postmarked letters will be used as necessary. If a complaint cannot be resolved through these means, an appeal to the SCP may be made through the assigned Project Coordinator.

### 10.3.1 Special Case Panel Appeals

Applicants who disagree with a finding issued by the Special Case Panel will have an opportunity to appeal the decision to the Director of the Office of Recovery and Resiliency. Applicants who wish to appeal a SCP finding shall submit a written appeal request to ORR within thirty (30) days of receiving the SCP decision. The applicant's appeal should include a brief summary of the basis

for their dispute as well as any documentation that would support their position. The applicant's appeal will be reviewed by the Director of the ORR for consideration no later than ten (10) business days upon receipt of the applicant's appeal. The Director of the ORR shall issue a final determination in writing within fifteen (15) business days of review

## 10.4 Compliance and Monitoring

The ORR utilizes risk-based programmatic monitoring of the activities conducted by the IC throughout the process of implementing the Rental Repair Program. Monitoring activities involve a direct review of the actions of the IC and GCs.

### Procedures:

1. Intake Monitoring
  - a. Monitors will examine one out of every four files that have been designated "eligible" by the IC and continue until complete.
  - b. Monitors will examine 25% of the files designated "not eligible" to validate that program rules have been properly applied and ensure compliance with Fair Housing standards.
2. Construction Monitoring
  - a. Informal monitoring will occur frequently during the key turnover phase of construction.
  - b. Formal monitoring will occur during actual construction and final inspection activities.
  - c. Selection of cases will be based upon the open projects currently under construction with priority determined by:
    - i. Second visits to previously on-site monitored failures.
    - ii. Directed on-site monitoring based on citizen concerns.
    - iii. Newly mobilized construction sites.
3. Directed Monitoring
  - a. Constituent Services, Finance, or the Internal Auditor may request a directed monitor activity about any aspect of Rental Repair Program.
  - b. ORR's Special Project Coordinator for Case Management will forward all comments implying or indicating fraud, waste, or abuse to auditing for further investigation.
  - c. The APM for Policy and Compliance will request directed monitoring activities:
    - i. For every ten complaints pertaining to construction quality.
    - ii. Whenever customer service scores fall below 90% in any area.
    - iii. Whenever there are two concerns about a particular location or IC staff member.
    - iv. For any report of actions or behaviors that could generate a substantially negative public perception of the Rental Repair Program.
4. Once a monitoring activity is complete, the APM for Policy and Compliance will conduct a final review and record the findings in the System of Record.

## 10.5 Violation of Requirements and Recapture

The property owner/applicant will sign a forgivable security instrument for owner occupied properties at the Contract Signing Event. The security instrument has provisions by which non-compliance by the property owner or landlord may result in the amount of assistance provided by ORR being due and payable back to ORR. A person receiving ORR assistance could also violate program requirements outside of the Note. If the assisted person violates the terms of the Rental Repair Program, they may owe back to ORR the amount of assistance provided to them. If the awardee violates a specific term within the Note or if there is a non-compliant act outside of the Note and ORR determines that recapture of funds is appropriate, ORR will:

- Confer with the property owner or landlord to determine if they can voluntarily cure the non-compliance; or
- Provide written notice to the property owner or landlord of the reason for the non-compliance and demand either an immediate cure of the non-compliance or the voluntary repayment of the amount of program assistance provided; or
- Seek legal recourse in the judicial system for Volusia County of Florida.

ORR recognizes there may be a multitude of reasons for non-compliance including but not limited to, death, incarceration, military deployment, incapacitating disability, or another disaster. Property owners or landlords may petition the Special Case Panel to review any extenuating circumstances that they believe should grant them relief from the requirements of the Note. The Special Case Panel will evaluate the concerns and make a determination on whether the recapture of funds is necessary.

If ORR recaptures, by whatever means, any funds from a non-compliant property owner, then those funds will be returned to the current grant and utilized for any eligible grant activity. If the active construction phase of the grant is completed, then the recaptured funds will be subject to the requirements of the Federal Register Notice for the current grant and will be used in accordance with Volusia County's current Action Plan. If funds are recaptured after closeout of the grant that generated the recapture, then ORR will confer with HUD regarding transferring the recaptured funds to Volusia County's annual CDBG grant award.