



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** August 14, 2013

FROM: John McDonough, City Manager

AGENDA ITEM: Acceptance of Grant Award PDMC-PJ-04-GA-2012-002 from the Federal Emergency Management Agency and the Georgia Emergency Management Agency

MEETING DATE: For Submission onto the August 20, 2013, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Document from FEMA/GEMA
Resolution Amending Budget

APPROVAL BY CITY MANAGER: JMM APPROVED

PLACED ON AGENDA FOR: 8/20/2013

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: GM

REMARKS:

TO: John McDonough, City Manager

FROM: Eden Freeman, Assistant City Manager

DATE: August 9, 2013 for submission on the Agenda of the August 20, 2013 City Council Meeting

ITEM: Acceptance of Grant Award PDMC-PJ-04-GA-2012-002 from the Federal Emergency Management Agency and the Georgia Emergency Management Agency

Background

In December 2011, the City, in cooperation with the Georgia Emergency Management Agency (GEMA) submitted an application to Federal Emergency Management Agency (FEMA) under the Pre-Disaster Mitigation (PDM) grant program. The PDM program provides funds to states, territories, Indian tribal governments, communities, and universities for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. The PDM grant program is a highly competitive discretionary grant program.

Discussion

FEMA and GEMA have approved an award of \$3,809,200, with a federal share (75%) of \$2,856,900 and local share (25%) of \$952,300. This award covers those properties determined to be *substantially damaged*. Each of the owners of the properties approved for purchase have voluntarily agreed to participate and understand that they are responsible for providing 25% of the cost of demolition and purchase. The properties approved by FEMA/GEMA for acquisition and demolition are:

- 820 East Powderhorn Road
- 4665 Hitching Post Trail
- 830 East Powderhorn Road
- 500 Pine Forest Road
- 6270 River Shore Parkway
- 805 East Powderhorn Road
- 6230 River Shore Parkway
- 510 Granite Ridge Place
- 512 Granite Ridge Place
- 514 Granite Ridge Place
- 516 Granite Ridge Place

Alternatives

Council could choose not to accept the award, leaving properties with frequent flood damage intact within the City's neighborhoods.

Financial Impact

While there is no negative financial impact to the City in terms of providing match, there are other financial implications. As a reimbursement only grant, there is the potential for cash flow to be impacted during the time period that funds are expended to purchase a property, submit for, and receive reimbursement from FEMA/GEMA. Staff has been assured by GEMA that every effort will be made to process reimbursements in as short of a timeframe as possible.

In addition, during the acquisition process, the City is required to pay for a property appraisal, any fees associated with negotiating the purchase price, property survey, Phase One Environmental survey and closing costs. While these costs are reimbursable under the grant, should the homeowner elect not to participate and withdraw from the process, the City would likely be responsible for the costs expended to that point. This is estimated to be no more than \$6,000 per property, for a total of \$66,000 for all 11 properties. The City is also responsible for the cost of staff time to administer the project.

Attachment

1. Award Document from FEMA/GEMA.
2. Resolution Authorizing Amendment of FY14 Budget

**PRE-DISASTER MITIGATION PROGRAM
Grantee-Subgrantee Agreement**

The Pre-Disaster Mitigation (PDM) Program provides funding to States and communities for cost-effective hazard mitigation activities that complement a comprehensive mitigation program, and reduce injuries, loss of life, and damage and destruction of property. The PDM Program was authorized by Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 USC, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA). Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Georgia Emergency Management Agency. The individual designated to represent the State is Charley English, the GEMA Director. The Subgrantee to this Agreement is City of Sandy Springs. The interests and responsibilities of the Subgrantee will be executed by City of Sandy Springs's agent, the Subgrantee's Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

- Exhibit "A": Application for Federal Assistance, GEMA Form 150
- Exhibit "B": Assurances-Construction Programs, Standard Form 424B
- Exhibit "C": Project Administration Guidelines: Financial Assistance, Pre-Disaster Mitigation Program
- Exhibit "D": Certification regarding Debarment, Suspension, and Drug-Free Workplace
- Exhibit "E": Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Exhibit "F": Certification of Compliance with National Historic Preservation Act, Section 106
- Exhibit "G": Certification Hazardous Substance Compliance
- Exhibit "H": Certification of Safeguarding Duplication of Benefits Information
- Exhibit "I": Sample Contract for Sale of Real Property, with Exhibits
 - Exhibit "1": Bill of Sale
 - Exhibit "2": Subgrantee's Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Samples
 - Exhibit "3": Certificate of Removal of Personal Property and Debris
 - Exhibit "4": Disclosure and Certification of Flood Assistance
 - Exhibit "5": Property Inventory
- Exhibit "J": Clear Title
- Exhibit "K": General Warranty Deed
- Exhibit "L": Determination of Fair Market Value
- Exhibit "M": Appraisal Guidelines
- Exhibit "N": Statement of Voluntary Participation
- Exhibit "O": Project Scope
- Exhibit "P": Progress Payment Request Form

2. Pursuant to Section 203 of the Act, funds are hereby awarded to the Subgrantee on a 75 percent federal cost share basis for the hazard mitigation project(s) described in Exhibits "A" and "O". The Subgrantee shall be responsible for the entire remaining 25 percent share of any costs incurred under Section 203 of the Act and this Agreement. Allowable costs will be governed by OMB Circular A-87 and 44 CFR Part 13.

3. If the Subgrantee violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subgrantee for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

4. The Subgrantee agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subgrantee further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

5. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.

6. The Subgrantee agrees that the hazard mitigation project contained in this agreement will be completed by October 31, 2014. Completion dates may be extended upon justification by the Subgrantee and approval by FEMA and the Governor's Authorized Representative.

7. The certifications signed by the Subgrantee in the application relating to maintenance of a Drug-Free workplace (44CFR Part 17, Subpart F) and New Restrictions on Lobbying (44CFR Part 18) apply to this Grant Agreement and are incorporated by reference.

8. The written assurances provided by City of Sandy Springs pertaining to FEMA's post award approval conditions apply to this Grant Agreement and are incorporated by reference.

9. The subgrantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13 and FEMA PDM program guidance to implement this grant award. The following Office of Management and Budget (OMB) Circulars are also applicable to this grant:

- OMB Circular A-87 Cost Principles; and
- OMB Circular A-102 Uniform Administrative Requirements
- OMB Circular A-133 Audits of State and Local Governments

10. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

Governor's Authorized
Representative

Subgrantee's Authorized
Representative

Date

Date

EXHIBIT "A"

APPLICATION FOR FEDERAL ASSISTANCE

1. Type of Submission: <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. Date Submitted: 11/07/2011 3. Date Received by State: 11/07/2011 4. Date Received by Federal: 12/01/2011	Applicant Identifier: PDMC-2012-002 State Application Identifier: 002 Federal Identifier: PDMC-PJ-04-GA-2012-002
5. APPLICANT INFORMATION			
Legal Name: City of Sandy Springs		Organizational Unit:	
Address (city, county, state and zip): 7840 Roswell Road Sandy Springs, GA 30350		Name and telephone number of the person to be contacted on matters involving this application (include area code): Technical: Eden Freeman (770) 206-1418 Budgetary: Eden Freeman (770) 206-1418 Contractual: John McDonough (770) 206-1414	
6. Employer Identification Number (EIN): 20-3767748		8. Type of Applicant (enter appropriate letter in box): <input checked="" type="checkbox"/> C] A. State B. County C. Municipal D. Special District E. Independent School District F. State Institution of Higher Learning G. Private University H. Other (List):	
7. DUNS Number: 619646040			
9. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (list):		10.- Name of Federal Agency: FEDERAL EMERGENCY MANAGEMENT AGENCY	
11. Catalog of Federal Domestic Assistance Number: 97.047 Title: Pre-Disaster Mitigation (PDM) Grant		12. Descriptive Title of Applicant's Project: Acquisition of 11 flood prone properties.	
13 Estimated Funding:		Remarks:	
Federal:	\$ 2,856,900.00		
Applicant:	\$ 952,300.00		
State:			
Other:			
Total:	\$ 3,809,200.00		
14. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
Typed Name of Authorized Representative: John McDonough		Title: City Manager	Telephone Number: (770) 206-1414
Signature of Authorized Representative:		Date Signed:	
Signature of Approving Authority:		Title: GEMA Director	Date Signed:

GEMA Form 150 April 1993

EXHIBIT "B"**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability including funds sufficient to pay the non-Federal share of project costs to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of Sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe

Drinking Water Act of 1974, as amended (PL. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE City Manager
APPLICANT ORGANIZATION City of Sandy Springs	DATE SUBMITTED

EXHIBIT "C"
GEORGIA EMERGENCY MANAGEMENT AGENCY
Pre-Disaster Mitigation Program
Project Administration Guidelines: Financial Assistance

This fact sheet provides a synopsis of information contained in the Grantee-Subgrantee Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Pre-Disaster Mitigation Grant Program project administration.

1. **Project Identification.** FEMA has assigned project number PDMC-PJ-04-GA-2012-002 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. **Documentation.** You must keep full documentation to get payment for project related expenditures. Documentation will be required as part of the approved Pre-Disaster Mitigation Grant Program project file. Documentation consists of:
 - A. Grantee-Subgrantee Agreement.
 - B. Copies of checks, vouchers or ledger statements.
 - C. Contracts awarded.
 - D. Invoices or other billing documents.
(Settlement Statements, recorded deed, appraisals, etc.)
 - E. Progress reports.
 - F. Record of advance or progress payments (where applicable)
3. **Funding.** Cost sharing has been established at 75% federal and 25% non-federal.
4. **Payments.**
 - A. **Progress Payments.**
 - (1) When progress payments are desired, you must submit a written request (on the form at Exhibit "O") and provide supporting documentation, such as a bill of sale and copies of checks.
 - (2) The Risk Reduction Specialist reviews the request and supporting documentation. The State Hazard Mitigation Division Director reviews and approves or denies the request.
 - (3) If the request is denied, the State Hazard Mitigation Division Director will inform you in writing that additional documentation is required to support the request.
 - (4) If the request is approved, the State Hazard Mitigation Division Director will authorize payment of the requested amount.

- (5) Quarterly report submissions must be current in order to receive progress payments.
 - B. Advance Payments. Advance payments will be made on an exception basis only.
 - C. Subgrantee Administrative Costs. No administrative costs were requested or approved in this application.
5. Grant Expiration Date.
- A. The grant expiration date runs through October 31, 2014 and has been established based on project milestones established by the applicant in their grant proposal. The grant expiration date is the time during which the subgrantee is expected to complete the scope of work. You may not expend FEMA funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the grant expiration date.
 - B. Requests for time extensions to the Grant Expiration Date will be considered but will not be granted automatically and must be supported by adequate justification submitted to the State Hazard Mitigation Division in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Grant Expiration Date and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed. Extensions will not be granted if the sub-grantee has any overdue financial or performance reports. If an extension is requested, it must be received prior to 90 days of the end of the grant expiration date.
6. Project Termination.
- A. The Grantee, Sub-grantee, or FEMA may terminate grant award agreements upon giving written notice to the other party at least (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.
 - B. The Sub-grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will commence and be processed as prescribed under final inspection procedures described in this Grantee-Subgrantee Agreement.

7. **Environmental Conditions.**

- A. **The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground-disturbing activities occur during construction, Sub-grantee will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

8. **Project Construction Bid Review.**

- A. **The subgrantee must submit its bid timeline to the Risk Reduction Specialist.**
- B. **Before the award of any bid phase, the subgrantee must submit the bid results to the Risk Reduction Specialist to ensure project and budget compliance.**

9. **Equipment/Supplies**

- A. **The subgrantee must comply with the regulations listed in 44 CFR 13.32 Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement and must be in compliance with state laws and procedures.**

10. **Grant Modification**

- A. **Any grant modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Grant Modifications include:**
- 1. Any revision which would result in the need for additional funding.**
 - 2. Transfers between budget categories**
 - 3. Changes in the scope of work approved location (s).**

11. **Appeals. You may submit an appeal on any item related to grant assistance. Appeals must be submitted to the State Hazard Mitigation Division Director within 90 days of the action which is being appealed.**

12. Progress Reports.

- A. Quarterly progress reports are required. This form will be supplied to you by GEMA on a quarterly basis.
- B. The initial progress report will cover the period through September 30, 2013. It will be submitted no later than October 15, 2013.
- C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).

13. Interim Inspections. Interim inspections will be conducted by the Risk Reduction Specialist and/or FEMA inspector.**14. Final Inspections.**

- A. Final inspections will be conducted by the Risk Reduction Specialist and/or FEMA inspectors on each Pre-Disaster Mitigation Grant Program project.
- B. When all work has been completed, you must notify GEMA by letter and request a final inspection and project closeout.
- C. The Risk Reduction Specialist will schedule and conduct the final inspection.
- D. The final inspection will involve reviewing work completed for each Pre-Disaster Mitigation Grant Program project, verifying that the work was completed in accordance with appropriate standards, assuring that the scope of work was followed and reviewing your financial records. Any supporting documentation identified at final inspection needed to support the closeout request must be supplied within 30 days.
- E. The Risk Reduction Specialist or other GEMA staff will review eligibility of all costs for the Pre-Disaster Mitigation Grant Program project.
- F. You must provide one copy of all backup documentation for each Pre-Disaster Mitigation Grant Program project to the Risk Reduction Specialist.

15. Audits

- A. If you receive \$500,000 or more in federal assistance FROM ALL FEDERAL SOURCES, NOT JUST THIS GRANT, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail Reports to:

Department of Audits and Accounts

Non-Profit and Local Government Audits
270 Washington Street, SW
Room 1-156
Atlanta, GA 30334-8400

16. Federal or State Audit. FEMA or the State may elect to conduct an audit of any project.
17. Project Closeout. Upon approval of the inspection by GEMA and FEMA, any remaining payments will be made. Mail your requests to:

Georgia Emergency Management Agency
Post Office Box 18055
Atlanta, Georgia 30316-0055
Attention: Hazard Mitigation
18. The subgrantee agrees to provide to GEMA information on any disaster event for which the completed mitigation project has provided a benefit to the community.
19. If you need additional information or assistance, contact the Hazard Mitigation Office at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "D"

**Certification Regarding
Debarment, Suspension, and Drug Free Workplace**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17 and maintenance of a Drug Free Workplace (44CFR, Subpart F). The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Sections 17.615 and 17.620, the applicant certifies it will continue to provide a drug-free workplace per referenced regulations.

EXHIBIT "E"**Certification for Contracts, Grants, Loans, and
Cooperative Agreements**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 44CFR Part 18, the agent representing City of Sandy Springs in this agreement certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of the certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.

EXHIBIT "F"**Certification of Compliance with the National Historic Preservation Act,
Section 106**

1. The City of Sandy Springs (hereinafter "the subgrantee") warrants that under no circumstances will the subgrantee demolish structures acquired under the Pre-Disaster Mitigation Grant Program which are being evaluated for potential historical significance under Section 106 of the National Historic Preservation Act of 1966, as amended, until receiving written notice and authorization to proceed with demolition from FEMA.
2. The subgrantee agrees to consider the recommendations of the State Historic Preservation Officer (SHPO) regarding historic preservation measures prior to demolition. Any extraordinary historic preservation measures conducted after acquisition will be at the expense of the subgrantee.
3. The subgrantee agrees to employ such protective measures as are reasonably necessary to protect acquired properties having potential historic significance from illegal entry and damage. The grantee shall be responsible for employing protective measures from the Closing Date until such time as written notice and authorization to proceed with demolition is received by the grantee from FEMA. "Protective measures" shall include, at a minimum, locking or otherwise securing all exterior entrances of acquired structures and posting a "NO TRESPASSING" sign.
4. NHPA (National Historic Preservation Act): Foundations of structures to be demolished shall be pushed in below grade within the original footprint and basements shall be backfilled using fill from an existing off-site material borrow source. Slabs, walkways, driveways, concrete stair footings, and similar appurtenances may be removed. Ground disturbance shall be limited to the immediate area of the demolished structures. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the findings will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify GEMA within 24 hours of the discovery and GEMA shall promptly notify FEMA. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. These conditions shall be included in instructions to the demolition contractor.

EXHIBIT "G"**Certification of Hazardous Substance Compliance**

- A. City of Sandy Springs (hereinafter the "Subgrantee") hereby represents and warrants to the State and FEMA that the soil and ground water of all properties acquired using Pre-Disaster Mitigation Grant Program funds are free from hazardous substances. "Hazardous Substances" include, but are not limited to, every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (i) the Resource Conservation and Recovery Act of 1976 (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) the Asbestos Hazard Emergency Response Act (AHERA), and any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance", or similar terms, and which could create liability; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having subgrantee over the Properties to be acquired using Pre-Disaster Mitigation Grant Program funds.
- B. The Subgrantee hereby agrees and warrants the following relative to each property being considered for acquisition under the Pre-Disaster Mitigation Grant Program:
- (1) To make reasonable inquiry regarding current or past uses of the properties relative to hazardous substances contamination. Such current or past uses include, but are not limited to, use as a solid waste disposal site, underground storage tank site, or facility for the transport, treatment, storage, generation, installation, or any other uses involving hazardous substances.
 - (2) If, after reasonable inquiry, a property under consideration for acquisition under the Pre-Disaster Mitigation Grant Program is found to currently or previously have been used for a purpose or purposes involving hazardous substances, including, but not limited to those uses and purposes described in Subsection 1, the Subgrantee agrees and warrants that soil boring and testing shall be conducted, at the expense of the Subgrantee, for the purpose of determining whether the soil and/or ground water of such property is contaminated with a hazardous substance. If the results of such soil boring and testing show that the soil and/or ground water of such property is not currently contaminated with a hazardous substance, then the Subgrantee may proceed with acquisition of the property under the Pre-Disaster Mitigation Grant Program. If the results of such soil boring and testing show that the soil and/or ground water on the property is contaminated with a hazardous substance, then the Subgrantee may not use Pre-Disaster Mitigation Grant Program funds to acquire the property without first causing to be done, at the Subgrantee's own expense, such clean-up procedures as will produce negative test results for hazardous substances.
 - (3) All structures scheduled for demolition must be thoroughly inspected for the presence of friable and non-friable asbestos, including Category I & II nonfriable Asbestos Containing Materials (ACM). This should be done prior to the commencement of the demolition activity. If ACMs are found in the structure, asbestos abatement must be completed in accordance with federal and state regulations.

EXHIBIT "H"**Certification of Safeguarding Duplication of Benefits Information**

The Subgrantee hereby agrees and warrants this Duplication of Benefits information is to be used for the sole purpose of applying for and administering Pre-Disaster Mitigation Grant Program funds. The Subgrantee hereby assures that all Duplication of Benefits information obtained from FEMA will be adequately safeguarded from improper disclosure, and confidentially maintained by the Subgrantee.

HMA funds cannot duplicate nor be duplicated by funds received by or available to Applicants, sub-applicants, or project participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject to litigation.

Individuals or entities must notify the Grantee and FEMA of all benefits that they receive or anticipate from other sources for the same purpose, and must seek all such benefits available to them. The total amount of eligible costs will be reduced by the amount of available benefits prior to calculating the required cost share. The cost share is based on the total eligible costs after DOB deductions have been made. Duplications may occur at any time; however FEMA must be reimbursed for benefits identified or received after an award.

EXHIBIT "I"
Sample Contract for Sale of Real Property

City of Sandy Springs
Voluntary Acquisition Program

THIS AGREEMENT made and entered into the ____ day of _____, 201__, by and between _____ and _____, herein designated as "Seller," and City of Sandy Springs, Georgia, WITNESSETH:

WHEREAS, the Seller is the owner of certain real property being described as follows:

[Legal Description]

AND WHEREAS, City of Sandy Springs, a local government of the State of Georgia (hereinafter referred to as the "Subgrantee"), acting pursuant to its legal authority in administering its GEMA Pre-Disaster Mitigation Grant Program project, wishes to purchase the above described real property (hereinafter referred to as "Property").

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein, the parties agree as follows:

1.

AGREEMENT TO SELL. The Seller agrees to sell the Property to the Subgrantee, together with the entire Seller's right, title, and interest in all Fixtures, Buildings, and Improvements located on the above-described real property, and under any easement and servitude for the benefit of the Seller, free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

2.

PURCHASE PRICE: The Subgrantee agrees to purchase all the Seller's right, title, and interest in the Property for the sum of \$ _____, payable on the Closing Date, which sum shall be reduced by any amounts paid by the Subgrantee on behalf of the Seller for the purposes set forth in paragraph 10A, and shall be reduced by any amounts for required FEMA deductions as set forth in paragraph 10B. The Seller shall receive no other compensation from the Subgrantee for all of Seller's right, title, and interest in the Property.

3.

TITLE: The Subgrantee shall cause to be prepared, at its expense, an Opinion of Title for the Property, continued to a date subsequent to the date of this Contract. The Opinion of Title shall show merchantable title in Seller, subject only to Permitted Exceptions in Paragraph 5. In the event that title curative work is necessary, such work shall be performed by the Subgrantee's title examiner, or an attorney of the Subgrantee's choosing. The Seller shall pay all costs required to perfect its title to the Property prior to Closing, or costs of title curative work shall be deducted from the Purchase Price of the Property at Closing.

4.

DEED: On _____, or other date as shall be mutually agreed upon by Seller and the Jurisdiction hereinafter referred to as the "Closing Date", the Seller shall have completed its obligations under Paragraph 8, and the Seller shall execute to the Subgrantee a General Warranty Deed for Property, in recordable form, conveying fee simple title to the Property to the Subgrantee, subject only to Permitted Exceptions in Paragraph 5. The Seller shall further deliver to the Subgrantee a bill of sale for any personal property included in the sale.

5.

PERMITTED EXCEPTIONS: The Seller agrees to convey good, clear, and marketable title to the Property, subject only to the following "Permitted Exceptions":

1. Zoning and building laws and ordinances;
2. Subject to prior approval of governing body, covenants, restrictions, reservations, and easements of record.

6.

FIXTURES AND PERSONAL PROPERTY: For the purposes of this document, Fixtures include all personal property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

7.

POSSESSION: On and after the Closing Date, the Subgrantee shall be entitled to immediate possession of the Property and to receipt of all rents and profits from the Property due thereafter.

8.

INSPECTION OF THE PROPERTY: The Subgrantee, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of the making of this Contract for the purposes of investigating, inspecting, and performing inventories of the Property and for other purposes consistent with the Subgrantee's interest under this Contract.

REMOVAL OF PERSONAL PROPERTY AND DEBRIS: Prior to the Closing Date, Seller at its own expense shall remove all personal property, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. In the event Seller fails to remove any such personal property, equipment, and debris prior to the Closing Date, the Subgrantee may use a portion of the Purchase Price to satisfy Seller's obligations under this paragraph.

9.

NO HOLDOVER PERIOD FOR OCCUPANTS: Seller shall ensure that it and all other current occupants vacate the Property prior to the Closing Date.

10.

APPLICATION OF PURCHASE PRICE, DEDUCTIONS, FOR FLOOD ASSISTANCE RECEIVED.

- A. Prior to disbursing payment to the Seller, the Subgrantee may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees and other costs incidental to the conveyance by Seller of marketable title to the Subgrantee.
- B. Seller acknowledges that this voluntary acquisition is made pursuant of a program funded by the Federal Emergency Management Agency (FEMA). In order to prevent the duplication of Federal assistance made to flood disaster victims, FEMA requires that certain types of assistance received by Seller for flood-related damage be deducted from the Purchase Price.
- C. The subgrantee, and the property owner, must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when DOB may occur in a property acquisition and structure demolition or relocation project include the following:
 - The subgrantee offers full pre-event market value but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received.

This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred;

- The subgrantee offers full-pre-event value, but legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them; and
- Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any source. Any acquisition-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

D. Pursuant to the FEMA requirements, the following shall be deducted from the Purchase Price: **(Not Applicable when applicants are offering current FMV)**

- an amount equal to all FEMA Home Repair assistance received after September 2009;

- an amount equal to all flood insurance proceeds received by the Seller after September 2009.

Prior to the Closing date, Seller shall provide all information requested by the Subgrantee relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood-related damage. At Closing, the Subgrantee shall prepare and deliver to Seller, a document setting forth the deductions from the Purchase Price required by FEMA.

11.

INSURANCE: Seller agrees to maintain and keep in force and affect all existing property and liability insurance until the Closing Date.

12.

MAINTENANCE OF THE PROPERTY: The Seller agrees that the Property shall be preserved in its present condition, and Seller shall deliver it intact at the time possession to the Subgrantee is given. All risk of loss or damage to the Property is on Seller until the Subgrantee takes possession. Prior to possession by the Subgrantee, Seller agrees to promptly give written notice to the Subgrantee of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the Subgrantee shall have the option to terminate this Agreement effective immediately. However, in the case of loss, damage or destruction of all or part of the property from causes covered by insurance, the Subgrantee shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title and

interest in and to any claims Seller has under the insurance policies covering the Property: or (2) terminate this Agreement.

13.

UTILITIES: The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants prior to the Closing Date.

14.

TAXES: Seller shall pay a pro-rata share of taxes on the Property (real and personal) for the year of Closing, and all unpaid taxes for prior years. To determine the pro-rata share of taxes for the current year, payable in the next year, the following procedure shall be used:

- A. The annual tax payment shown on the most recent tax figure for the Property shall be divided by 12 to determine the amount of tax owed for each month.
- B. The total number of months in the current year shall be determined and multiplied by the monthly amount of tax owed. That figure shall be the portion of taxes to be paid by the Seller on the pro-rata basis.
- C. When the Closing Date is on or before the 15th of a month, no taxes will be due for that month. When the Closing Date is after the 15th of the month, a full month's taxes shall be due for that month and shall be added to the Seller's pro-rata share.

15.

TIME IS OF THE ESSENCE: Time is of the essence in this agreement.

16.

LEASES: Seller represents and warrants to the Subgrantee that there are no leases, tenancies, or other rights of occupancy for use of any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify the Subgrantee from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use for any portion of the Property.

17.

APPROVAL OF COURT: If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase Price, unless declared unnecessary by the Subgrantee. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter to hearing for issuance of a deed.

18.

ENVIRONMENTAL ASSURANCES:

A. Environmental Representations and Warranties: For the purposes of this Contract, the terms “hazardous substance” shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (i) the Resource Conservation and Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance”, or similar terms, and which could create liability in the Subgrantee; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having subgrantee over the Property. Without limiting the foregoing, the terms “hazardous waste” and “hazardous substance” shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

The Seller hereby represents and warrants to the Subgrantee that:

(1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property;

(2) There is not currently and has never been any hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;

(3) At no time have any Federal or State hazardous waste cleanup funds been expended with respect to any of the Property;

(4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;

(5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Georgia Department of Natural Resources, any other governmental agency with authority under any environmental laws of the federal, state, or local government, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any such environmental laws;

(6) To the best of Seller’s knowledge and good faith inquiry, neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws of the federal, state, or local government.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Contract shall not be affected by any study, investigation or inspection of the Property by the Subgrantee, or any agent of the Subgrantee.

B. Environmental Indemnification: The Seller agrees to indemnify and hold harmless the Subgrantee from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees -- which may include the value of services provided by the Subgrantee's attorney incurred by the Subgrantee to enforce this provision) asserted against or incurred by the Subgrantee by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions: The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the Subgrantee of such fact. In addition, the Subgrantee or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the Subgrantee in its sole and unreviewable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the Subgrantee may terminate this Contract immediately.

19.

CONTRACT BINDING ON SUCCESSORS IN INTEREST: This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.

20.

PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

21.

NO BROKERS: Each party hereto represents that no real estate broker commission shall be due on the conveyance of the Property in this Contract.

22.

VOLUNTARY TRANSACTION: The Seller, as owner of the Property acknowledges that the Subgrantee has entered this Contract for purchase of the Property pursuant to the Subgrantee's Voluntary Acquisition Program, and that the Seller's acceptance of the terms of this Contract is voluntary. Seller is under no duress or coercive action by the Subgrantee to accept the terms of this Contract, and the Subgrantee will not pursue acquisition of the Property by eminent domain or other means if the Seller declines to sell the Property under the Voluntary Acquisition

Program. Seller further acknowledges that upon the Closing Date, it will be necessary to move permanently from the Property.

23.

COUNCIL/COMMISSION APPROVAL: This Contract is subject to approval of the Subgrantee governing body, and shall become binding and enforceable against the Subgrantee only after approval by the Subgrantee's governing body.

24.

EXHIBITS: Exhibit "1" (Bill of Sale); Exhibit "2" (Subgrantee's Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Sample); Exhibit "3" (Certificate of Removal of Personal Property and Debris); Exhibit "4" (Disclosure and Certification of Flood Assistance); Exhibit "5" (Property Inventory).

25.

SEVERABILITY: Any part or provision of this Contract held invalid will be severed from the Contract, without affecting the validity of any other provisions or the entire Contract.

IN WITNESS WHEREOF, this the ____ day of _____, 201__, the parties hereto agree to the terms contained herein.

Seller

Seller

Grantee Official

Witness my hand and official seal this ____ day of _____, 201__.

Notary Public

My commission expires on: _____

Exhibit "1"

BILL OF SALE

I/We, _____ and _____, the hereinafter "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to City of Sandy Springs, Georgia, all the Seller's right, title, and interest in all Fixtures, improvements, and personal property located on the Property at _____ (Street Address, City, County, State) , and legally described as:

[Legal Description]

free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

For the purposes of this document, said Fixtures, improvements, and personal property include all property that integrally belongs to or is part of the above-described real-estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

This the _____ day of _____, 200__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 201__.

Notary Public
My commission expires on:

Exhibit "2"

**CITY'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORING AND GROUND WATER SAMPLES**

The undersigned owner(s) of the following described property commonly known as (Street Address, City, County, and State), and legally described as:

[Legal Description]

hereby grant to City of Sandy Springs, the right to enter upon and conduct such investigations, inspections, and inventories of the property as the City deems reasonable or necessary prior to closing. The right to enter shall include a temporary easement to allow the _____, its agents, contractors, or employees a right to enter in, upon, and onto the above described property for the purpose of hauling transporting, and storage of materials and equipment used for the purpose of soil boring or taking ground water samples.

It is understood and agreed that the _____ will remove all of said materials and equipment except marks and location stakes from the premises within 10 days after the above described investigations, inspections, and inventories have been completed.

It is understood and agreed that the _____ will restore the test sample areas to original condition where reasonably possible.

It is understood and agreed that the _____ will report the test results of the soil and ground water samples to the Federal Emergency Management Agency and the Georgia Department of Natural Resources.

This the ____ day of _____, 201__.

Owner

Owner

Witness my hand and official seal this ____ day of _____, 201__.

Notary Public
My commission expires on: _____

Exhibit "3"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY AND DEBRIS

I/We _____ and _____,
owner(s) of the Property commonly referred to as _____
(Street Address, City, County, State), hereby state that we have removed all personal property,
equipment, and debris, including but not limited to, vehicles, vehicle parts, appliances, storage
containers, household cleaners and solvents, construction materials, firewood, etc. from the
Property site. I/We further declare that all personal property remaining on the premises is
hereby abandoned and I/We relinquish any further claim thereto.

This the _____ day of _____, 201__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 201__.

Notary Public
My commission expires on: _____

Exhibit "4"

**DISCLOSURE AND CERTIFICATION OF FLOOD ASSISTANCE
(Not Applicable when applicants are offering current FMV)**

I/We _____ and _____ are voluntary participants in the City of Sandy Springs Voluntary Acquisition Program.

I/We understand that pursuant to the requirements of the Federal Emergency Management Agency (FEMA), City of Sandy Springs is required to deduct certain types of assistance which we have received for flood-related damage from the purchase price of my property.

I/We hereby certify that the following is a true and complete disclosure of flood-related assistance I/we received in the following categories:

- 1. FEMA Home Repair assistance: \$ _____
- 2. All flood insurance proceeds received after September 2009: \$ _____

I/We authorize the _____ to verify the above Duplication of Benefits information with FEMA.

This the ____ day of _____, 201__.

Owner

Owner

Witness my hand and official seal this ____ day of _____, 201__.

Notary Public
My commission expires on: _____

Exhibit "5"

PROPERTY INVENTORY

I/We _____ are voluntarily participating in the City of Sandy Springs Voluntary Acquisition Program.

I/We understand that prior to Closing the _____ must conduct a property inventory for my Property commonly known as _____ (Street Address, City, County, State) for the purpose of inspecting the real property which the _____ will acquire, the personal property which I/We must remove prior to Closing, and any hazardous materials which I/We must remove from the property prior to Closing.

I/We agree to be present with a representative, employee, or agent of the _____ for inspection and inventory of the property at a time to be scheduled within a reasonable time prior to the Closing Date.

This the _____ day of _____, 201__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 201__.

Notary Public
My commission expires on: _____

Exhibit “J”

Clear Title

The subgrantee shall conduct a title search for each property it plans to acquire. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, or identify other persons with a property interest, and to ensure that the title is clear. This means that there are no mortgages or liens outstanding upon sale of the property. In addition, there may not be incompatible easements or other encumbrances to the property that would make it either ineligible for acquisition or noncompliant with open space land use restrictions.

Other requirements include:

- ◆ A title insurance policy demonstrating that clear title conveys must be obtained for each approved property that will be acquired;
- ◆ A physical site inspection for each property verifying no physical encumbrances to the property (where appropriate this may require a site survey to clearly establish property boundaries);
- ◆ Title to the property must transfer by a warranty deed in all jurisdictions that recognize warranty deeds;
- ◆ All incompatible easements or encumbrances must be extinguished;
- ◆ The subgrantee shall take possession at settlement;
- ◆ The subgrantee must record the deed at the same time as and along with the programmatic deed restrictions;
- ◆ The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after settlement; and
- ◆ All property transfers shall be consistent with 44 CFR Part 80 and FEMA guidance.

Exhibit "K"

GENERAL WARRANTY DEED FOR PROPERTY

For the consideration of \$ _____ dollars, and other valuable consideration, I/We, _____, the GRANTOR, do hereby convey to City of Sandy Springs, Georgia, the GRANTEE, the following described real property situated in City of Sandy Springs, Georgia:

[Legal Description]

The following document entitled "Deed Restrictions" is attached hereto, and by reference made a part hereof.

This the ____ Day of _____, 201__.

Owner

Owner

Witness

Witness my hand and official seal this ____ day of _____, 201__.

Notary Public
My commission expires on: _____

"Deed Restrictions"

WITNESSETH

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project and the City of Sandy Springs, its successors and assigns ("the Subgrantee,"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation ("PDM"), to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property,

Whereas, the mitigation grant program provides a process for a local government, through the state, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the property as open space in perpetuity;

Whereas, Georgia Emergency Management Agency ("GEMA") has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated August 1, 2013 with FEMA and herein incorporated by reference, making it a mitigation grant program grantee.

Whereas, the property is located in the City of Sandy Springs, participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the City of Sandy Springs, acting by and through the City of Sandy Springs City Council, has applied for and been awarded federal funds pursuant to an agreement with the State dated August 1, 2013, and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Pre-Disaster Mitigation Grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor

recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. **Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. **Monitoring and Reporting.** Every three years on November 30, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. **Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by

taking any measures it deems appropriate, including but not limited to 1 or more of the following:

- a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
- b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
- c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Subgrantee, Representative

Date

Witness my hand and official seal this ____ day of _____, 201__.

Notary Public

My commission expires: _____

Exhibit "L"

Determining the Fair Market Value of Properties for Hazard Mitigation Assistance Projects

Generally, FEMA funded property acquisition projects consist of a community purchasing flood-damaged homes and either demolishing them or physically moving them to a new site outside of the floodplain. The purchased property is then maintained for open-space purposes.

Basic Requirements

- The subgrantee will inform prospective participants in writing that it will not use its Eminent Domain authority to acquire their property should negotiations fail, and property owners will voluntarily elect to participate in the program. The community may include an expiration date for this limitation in the letter.
- The property will be used in perpetuity for open space without future construction and in compliance with conservation requirements; and
- Existing buildings will be removed within 90 days of settlement.

Pre-event or Post-event Fair Market Value

GEMA's Hazard Mitigation Division will coordinate with the subgrantee (community) in their determination of whether the valuation should be based on pre- or post-event market value. The community should ensure that all property owners are treated fairly and are offered an equitable package of benefits. All appraisals in a given community (i.e., project area) should be based on the same terms.

Pre-event

In most cases, communities may offer up to the pre-event market value of the real property. When the pre-event fair market value is used, the subgrantee must make Duplication of Benefits (DOB) deductions from the established pre-event fair market value before making a purchase offer to the property owner. These deductions are based on benefits the property owner may have received to repair their structure after the disaster. If they can document that the benefits were properly spent, then the deductions will not be made.

Post-event

Post-event (current) market value may be the most efficient method if no damage has occurred to the properties in more than 12 months and they are currently occupied. This option may also be appropriate in instances where property owners have completed repairs on their property.

Methodology for Determining Fair Market Value

For each property identified for acquisition, the subgrantee should establish and document the fair market value. The value must be derived from a reasonable methodology that is consistently applied throughout the community. Methods may include:

- Independent appraisals by Georgia licensed/certified appraisers
- Value indicated on the tax assessment (tax card)

Appraisals

The subgrantee may establish the fair market value for eligible properties based on appraisals by a “State Certified General Appraiser.” Before an appraisal is accepted as the final offer amount, an appraisal review must be completed using GEMA Appraisal Guidelines (Exhibit L). The value assigned by the certified/licensed appraisal reviewer will become the final offer.

Appeals of Fair Market Value

The subgrantee must provide an appeal or reconsideration process for property owners who dispute the fair market value determination. If the subgrantee has an established appeal process as part of its own procurement procedures, property owners must be informed of this process.

If the subgrantee does not have an established appeal process as part of its own procurement procedures, the following process must be utilized. The property owner will obtain an appraisal at their own expense using GEMA’s Appraisal Guidelines. This appraisal is subject to appraisal review by the subgrantee and should be conducted using GEMA Appraisal Guidelines. The value assigned by the certified/licensed appraisal reviewer will become the final offer. This process must be applied consistently for all properties to be acquired under this award.

Purchase Offer and Nationality

The benefit of payment of pre-event value is only available to owners who owned the property during the event is a National of the United States or qualified alien. If the current property owner purchased the disaster damaged property after the disaster declaration, then the community cannot offer the owner more than the post-event fair market value (i.e., the amount paid by the current owner for the damaged property or the current appraised fair market value, whichever is higher, in order to account for any improvements to the property or other reasonable property value increases).

Exhibit “M”

Guidelines for use of Appraisals in Real Property Valuation

Introduction

The HMA program awards grants to state and local governments to pursue a variety of projects that reduce the loss of life and property due to natural disasters. Among the types of projects funded is for the acquisition and then the demolition of structures that have been damaged in disasters. The property is then converted to an “open space” use. Determining the fair market value of the property is an important aspect of the program. This often requires the use of real property appraisals conducted by qualified appraisers. This document provides guidance to appraisers in conducting appraisals and appraisal reviews of real property.

Definitions

For the purposes of the PDM program Guidelines in the use of Appraisals in Real Property Valuation, hereinafter referred to as “the Guidelines,” and any other use of the terms relative to the PDM program, the following definitions shall apply:

Appraisal—the act or process of developing an opinion of value; an opinion of value.

Review Appraisal - review of an opinion of value determined by another appraiser. This review shall include, but not be limited to, an opinion as to whether the data is adequate and relevant, the appraisal methods used are appropriate, and the analyses, opinions, and conclusions are credible.

Uniform Standards of Professional Appraisal Practice (USPAP)—developed by the Appraisal Foundation, the USPAP establishes the current standards of the appraisal profession.

Georgia Real Estate Appraiser Classification and Regulation Act as amended (O.C.G.A. Chapter 43-39A)—the state law governing appraisal activities for the State of Georgia, hereinafter referred to as “*the Act*.”

“Substantive Regulations” and “Standards for Appraisals,” as amended (Chapter 539-1 and Chapter 539-3 respectively)—the implementing rules and regulations of the Act, hereinafter referred to as “*the Rules*.”

Applicant - the state agency, local government, or non-profit organization who is eligible for applying for the HMA PROGRAM projects. Applicants who are awarded grants are interchangeably referred to as “*applicants*” or “*sub-grantees*.”

Event—in most cases, refers to the disaster under which an application was made.

“Standards for Appraisals in the HMA PROGRAM”

General Requirements for HMA program Appraisals and Appraisal Reviews

All appraisal and appraisal reviews must comply with the USPAP. Compliance with the USPAP must be acknowledged.

All appraisals and appraisal reviews must comply with the provisions of the Act as well as the Rules. Compliance with the Act and the Rules must be acknowledged.

Any appraiser conducting appraisals or review appraisal for the purpose of use in the HMA program must hold, at a minimum, the classification of “State Certified General Appraiser” as defined in section 539-1-.16 of the Rules. The appraiser must also be qualified according to the provisions of section 533-1-.16 of the Rules to perform appraisals in federally related transactions.

Specific Criteria for HMA program Appraisal Development and Reporting

In addition to the above-listed general requirements, the following specific criteria must be included in the development and reporting of all appraisals for use in the PDM PROGRAM:

1. Photographs of the subject property and all comparable properties.
2. Maps that clearly describe the property’s dimensions, street frontages, and location relative to the surrounding area.
3. Reporting of “market value” in strict accordance with the definition of market value found in section 539-3-.01(n) of the Rules.
4. Appraisals used in the HMA program should follow the guidelines of “federally related transactions” for all purposes described in the Rules.
5. Appraisal valuations may be based on either pre-event or post-event fair market values. This decision is made by the applicant and must be applied fairly and equitably to all participating property owners. The applicant will base its decision on the following considerations:

- a) Pre-event valuations will be used in most cases where homes have not been repaired and the applicant is buying damaged property.
- b) Post-event valuations may be used when no damage has occurred to the property in the past 12 months and the structure is currently occupied.
- c) Post-event valuations must be used for properties where the current owner of the property purchased it after the event (even when other properties are being valued at pre-event valuations).

**Appraisal Reviews and Review of Compliance with Hazard Mitigation Assistance Program
Appraisal Guidelines**

Appraisals are subject to review by the Federal Emergency Management Agency and the Georgia Emergency Management Agency for compliance with GEMA's Appraisal Guidelines and Fair Market Value Determination Guidelines in the HMA program.

Exhibit "N"

Statement of Voluntary Participation

This Agreement is made and entered into this _____ day of _____, _____, between _____, hereinafter referred to as "Subgrantee," through its authorized agent, _____, and (property owner) _____, hereinafter referred to as "Seller." The parties agree as follows:

- 1. Seller affirms that I/we own the property located at (legal address) _____, hereinafter referred to as "property."
- 2. Subgrantee has notified the Seller that the Sub-grantee may wish to purchase the referenced property and, if Seller agrees to sell, Seller must permanently relocate from property.
- 3. Subgrantee has identified that the purchase offer valuation of the property, as of (date) _____ is \$ _____ determined by valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided on 44 C.F.R. part 80.
- 4. Subgrantee has notified Seller that **neither the State nor the Subgrantee will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**
- 5. Subgrantee has notified Seller that if the Seller agrees to sell the property to Subgrantee the transaction is voluntary and Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
- 6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

This Agreement shall expire on _____, unless the Seller has voluntarily sold property to the Subgrantee by that date.

Property Owner Signature

Date

Property Owner Signature

Date

Sub-grantee's Authorized Agent Signature

Date

STATE OF GEORGIA

COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE AMENDING THE 2014 BUDGET FOR INCREASED FUNDING FOR THE ACQUISITION AND DEMOLITION OF FLOOD DAMAGED PROPERTIES

WHEREAS, the City of Sandy Springs received a grant award of \$3,809,200 from the Federal Emergency Management Agency/Georgia Emergency Management Agency with a federal share (75%) of \$2,856,900 and required local share (25%) of \$952,300 in August 2013.

WHEREAS, the local match for said funding will be provided by the individual homeowners during the acquisition process in the FY2014 and any subsequent Fiscal Year budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they do hereby authorize the Finance Department to increase the 2014 budget in the amount of \$3,809,200 for the grant award from the Federal Emergency Management Agency/Georgia Emergency Management Agency.

RESOLVED this 20th day of August, 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk