

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND HERNANDO COUNTY**

This Memorandum of Understanding (“MOU”) is entered into by and between the Florida Division of Emergency Management (“Agency” or “FDEM”) and Hernando County, Florida (“County”), hereafter referred to collectively as “Parties.” The purpose of this MOU is to establish the obligations and responsibilities of the Parties under the Elevate Florida Grant Program, as it relates to the Statement of Assurances required by the Federal Emergency Management Agency (“FEMA”) for property acquisition projects.

WHEREAS, FDEM has developed, and is responsible for the implementation of the Elevate Florida Grant Program, which provides mitigation activities, such as structure acquisition and demolition, to residential property owners; and

WHEREAS, the program is funded through FEMA’s Hazard Mitigation Assistance grant funding, as authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; and

WHEREAS, FEMA requires local governments to sign and complete the Statement of Assurances for Property Acquisition Projects (“Statement of Assurances”) form when such funding is provided to property owners; and

WHEREAS, the Statement of Assurances imposes certain conditions that must be met in order to apply for and receive grant funding for property acquisition for the purpose of open space; and

WHEREAS, the Statement of Assurances imposes certain conditions that must be met and maintained once the property is acquired and converted to open space to remain compliant with legally recorded deed restrictions;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

(1) Statement of Assurances.

- (a)** FDEM will ensure that prospective participants are informed in writing that participation in the Elevate Florida program is voluntary and that neither FDEM nor the local jurisdiction referenced above will use eminent domain—or any similar authority—to acquire their property for project purposes if negotiations fail, as required by Section 1 of the Statement of Assurances (FEMA Form FF-206-FY-22-156), which is incorporated herein by reference.
- (b)** FDEM will ensure that each property owner is informed in writing of the Elevate Florida program’s determination of the property’s fair market value, supported by a certified appraisal. FDEM will use the Statement of Voluntary Participation for

Acquisition of Property for Purpose of Open Space (FEMA Form FF-206-FY-124) to document this determination and, as required by Section 2 of the Statement of Assurances, will provide a copy for each property to FEMA after award.

- (c) As required by Section 3 of the Statement of Assurances:
 - 1. FDEM will accept the requirements of the FEMA grant and will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. Such deed restrictions may exceed state, local, territorial, or tribal government land use standards.
 - 2. The County will accept the deed restriction governing the use of the land, as restricted in perpetuity to open space uses and will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
- (d) The County will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date as required by Section 4 of the Statement of Assurances.
- (e) FDEM will demonstrate that it has consulted with the U.S. Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system. The County will reject future consideration of such use if FEMA assistance is used to convert the property to permanent open space as required by Section 5 of the Statement of Assurances.
- (f) FDEM will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the federal aid systems are under consideration that will affect the subject property as required by Section 6 of the Statement of Assurances.
- (g) The County will ensure that adjoining property owners are duly informed of proposed acquisitions including any locally mandated public notification processes as required by Section 7 of the Statement of Assurances.
- (h) FDEM will demonstrate that proposed acquisition sites are consistent with local land use, environmental, hazard mitigation and similar plans and will not adversely impact adjacent land uses as required by Section 8 of the Statement of Assurances.
- (i) FDEM will remove existing structures within 90 days of settlement as required by Section 9 of the Statement of Assurances.
- (j) Post-grant award, the County will ensure that a property interest is conveyed only with the prior approval of the FEMA Regional Administrator and only to another public entity or to a qualified conservation organization pursuant to 26 C.F.R. §

1.170A-14 and 44 C.F.R. §80.19(b)(2) as required by Section 10 of the Statement of Assurances.

- (k) All post-award property maintenance is the responsibility of the County and that the costs of maintenance will be borne by the County as required by Section 11 of the Statement of Assurances.
 - (l) The County will submit every three (3) years to the FDEM, pursuant to 44 C.F.R. § 80.19(d), and the FDEM will then submit to the FEMA Regional Administrator, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the FDEM and FEMA, its representatives, designated authorities, and assignees are responsible for taking measures to bring the property back into compliance as required by Section 12 of the Statement of Assurances.
 - (m) After settlement, the County will not seek or accept the provision of disaster assistance for any purpose from any federal entity with respect to the property. FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement as required by Section 13 of the Statement of Assurances.
- (2) **Access Guarantee.** The County guarantees FDEM and its contractors full right of entry and continued access to each acquired property for at least ninety (90) days after closing (and longer if reasonably needed) to perform required hazardous material assessments, environmental abatement, demolition, and site restoration (grading and seeding) in accordance with applicable law and permits, with reasonable coordination and no undue interference by the community in order to fulfill FEMA grant requirements.
 - (3) **Immunity.** Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
 - (4) **Entire Agreement.** This MOU contains all the terms and conditions agreed upon by the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
 - (5) **Governing Law and Venue.** This MOU shall be governed by the laws of the State of Florida, and the venue shall be Leon County, Florida.
 - (6) **Counterparts.** This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.

- (7) **Modifications or Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (8) **Notice.** All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within five (5) calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
 Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
 Telephone: 850-879-0872
 Email: laura.dhuwe@em.myflorida.com

COUNTY:

Erin Thomas, Director
 Hernando County Emergency Management
 18900 Cortez Blvd.
 Brooksville, FL 34601
 Telephone: 352-754-4083
 Email: ethomas@hernandocounty.us

- (9) **Effective Date.** This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on April 27, 2030, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below:

**FLORIDA DIVISION OF
 EMERGENCY MANAGEMENT:**

**HERNANDO COUNTY BOARD OF
 COUNTY COMMISSIONERS:**

By: _____

By: _____

Printed Name: _____

Printed Name: Jerry Campbell, Chairman

Date: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: Natasha López Perez
 County Attorney's Office