

City of Fort Worth

Homeowners Assistance Repair and Rehabilitation Program (HARRP) Disaster Recovery Policy Manual

January 2025

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Version History and Version Policy

The version history of the policy manual is tracked in the table below, with notes for each change. The dates of each publication are also tracked in the table.

The City of Fort Worth (hereafter "City") will publish a new version after making substantive changes that reflect a policy change. The updated policy manual will be assigned a new primary version number such as 2.0, 3.0, etc.

After making non-substantial changes, such as minor wording and editing or clarification of existing policy that do not affect the interpretation or applicability of the policy, The City will publish a version of the document with a sequential number increase behind the primary version number such as 2.1, 2.2, etc.

Amendments made to policy may go into effect on the date of the revision or may be applied retroactively, depending on the Applicant pipeline and status of Applicants in the Program intake and recovery process. Whether a policy will be applied proactively or retroactively will be detailed in the version history below and/or within the relevant Program sections.

Version Number	Date Revised	Key Revisions
1.0	1/28/2025	Original HARRP Manual
1.1	2/19/2025	Revised HARRP Manual to update the HARRP allocation and to update the date on the version control for the Original HARRP Manual

1 Introduction: Purpose

1.1 Program Authorization

The Homeowners Assistance Repair and Rehabilitation Program (HAARP) is funded through HUD's **Community Development Block Grant - Disaster Recovery (CDBG-DR)** Program, as appropriated by Congress in response to the 2021 Winter Storm (FEMA DR-4586). Assistance for 2021 disasters was appropriated on September 30, 2021 by the Disaster Relief Supplemental Appropriations Act of 2022, and any applicable future allocations. As of January 31, 2024 a grant agreement was signed, releasing the funds for expenditure, that begins the 6-year expenditure timeframe. CDBG-DR grants are authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the **Most Impacted and Distressed** (MID) areas resulting from a major disaster. HUD maintains all federal rules, regulations and documents related to the CDBG-DR allocation to the State of Texas. These can be accessed online at www.HUDexchange.info and <https://www.hudexchange.info/Programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>. The entire City of Fort Worth is designated MID for this award.

The City is the implementing agency for HARRP. Neighborhood Services (NSD) is the department within the agency administering the Program.

1.2 Purpose of the Policy Manual

This policy manual provides policy guidelines for **Applicants** to participate in the HARRP Program. It includes information on important topics such as:

- Who is eligible to receive Program assistance.
- What type of structures are eligible for rehabilitation
- Process, compliance, and documentation requirements to participate.
- How awards and benefits are calculated.
- What an approved Applicant must do before and after they get assistance from the Program.
- What additional resources are available to help Applicants move forward with their application.
- How to Appeal a Program decision.

Definitions and Acronyms: There are many terms and acronyms scattered throughout this document. When a term is defined, it is capitalized throughout the document (example: Program), and the term is defined in the Definitions section of the manual. Common acronyms that are used throughout the manual are included in the Acronyms section.

Navigating the Manual: Users of this manual can jump from one section to another by clicking on the headers within the table of contents or by clicking on the side headers on the left-hand side of the document, which appear when clicking on the right-facing arrow.

1.3 Purpose and Overview of the Program

The assistance for this Program is made available through the **U.S. Department of Housing and Urban Development (HUD)** Community Development Block Grant – Disaster Recovery (CDBG-DR), as part of the \$27,472,000 allocation made for the 2021 Winter Storm (Winter Storm Uri or the 2021 Freeze) (FEMA DR-4586).

Recognizing the unmet need for single-family, owner-occupied rehabilitation, related to FEMA DR-4586, NSD allocated \$6,795,400 of the CDBG-DR funding to the Disaster Recovery single family Homeowners Assistance Repair and Rehabilitation Program, also known as HARRP. All awards in this Program are subject to assistance availability.

HARRP's purpose is to provide grants to assist with the unmet needs of eligible homeowners who experienced damage to their owner-occupied primary residences from the 2021 Winter Storm (FEMA DR-4586). The Program addresses homeowners' remaining recovery needs after accounting for other disaster assistance received, including from such sources as insurance, FEMA, SBA, state funds, and local or philanthropic funds.

HARRP will fund eligible **Rehabilitation** costs, including additional costs to comply with federal, State, and local construction standards, such as replacing on-site residential infrastructure, complying with **Green Building Standards**, and ensuring that homes are accessible for individuals living with disabilities and senior residents.

1.4 Equity, Racial Justice, and Resilience to Future Disasters

The City is committed to advancing equity and racial justice through HARRP. The City's recovery goal is that qualified Winter Storm-impacted individuals and households have equitable access to the resources necessary to be housed safely, sustainably, permanently, affordably, and in their housing of choice. This strategy includes repairing homes in a way that makes our communities:

- More resilient to future disasters
- More accessible as our community members seek to age in place or retain independence while living with disabilities
- Provide case management services that prioritize processing and assistance to protected classes or individuals challenged in achieving eligibility or realizing benefits

The City's case management will be trained to go the extra mile and take necessary time to serve those with special concerns such as lack of access to internet; lack of access to intake centers; language translation needs; advertising and outreach; financial literacy; and limited financial resources.

There are many federal, state, and local requirements that must be followed in exchange for receiving these funds and this Program is designed to meet those requirements in a way that streamlines the experience for the Applicant.

Applicants and community partners are encouraged to give the City feedback on ways to provide better Applicant support and alternative ways to meet regulations, requirements, and policy objectives, either through their **City Representative** or by emailing DisasterRecovery@FortWorthTexas.gov. The City will also proactively monitor the number and types of appeals to identify and make Program changes to avoid disparate impacts or unintended discriminatory effects.

1.4.1 Translation and Interpretation Services

The Program will follow the City's Language Access Plan (LAP), which includes the efforts listed below to ensure that individuals with **Limited English Proficiency (LEP)** receive the language assistance they need to participate in the Program. Program staff will oversee the implementation and compliance across the Program and will update or adjust the LAP as needed to provide meaningful language access services.

- Translation of vital documents into Spanish
- Language Line Services
- Bilingual City Case Managers (Spanish and English)

1.4.2 Reasonable Accommodations for Persons with Disabilities

The Program will provide reasonable accommodations to persons with disabilities, including providing multiple options for how residents can submit applications, ensuring all website materials are Section 508 compliant, ensuring accessibility in accordance with the Americans with Disabilities Act (ADA) to Applicant centers, providing multiple paths for Applicants to receive information from Program staff (e.g., over the phone, online, in person, through mobile intake centers, etc.), and building in reasonable accessible design standards.

The Program may make exceptions to the maximum award amounts, when necessary, to comply with federal accessibility standards or to reasonably accommodate a person with disabilities.

In addition, if there are any **Tenants** who may be displaced by Program activities and qualify under the **Uniform Relocation Act**, the City will ensure reasonable accommodations are provided to Tenants with disabilities to help them relocate to units that meet their accessibility needs.

1.4.3 Other Methods for Inclusion

The City will make every effort to ensure that the application process is inclusive of those with limited access to technology and limited technological skills or other barriers. These efforts will include making the application available in paper and electronic format, providing technical assistance with completing the application, creating a robust marketing plan for underserved populations, or other efforts.

1.4.4 Fair Housing and Civil Rights

The Fair Housing Act requires all grantees, **Subrecipients**, contractors and/or developers funded in whole or in part with HUD financial assistance to certify that no person was excluded from participation in, denied the benefit of, or subjected to discrimination in any housing Program or activity because of their age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, disability, or marital status. The City complies with and enforces the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Law.

The City follows policies and procedures for compliance with Affirmatively Furthering Fair Housing (AFFH) during the design and implementation of all Program activities. This includes an assessment of the demographics of the impacted residents, of proposed project areas, socioeconomic characteristics, environmental hazards or concerns, and other factors material to the AFFH determination. To affirmatively further fair housing through HARRP, the City will make extra efforts to serve vulnerable populations and populations that have historically been underserved and assess whether program changes are needed.

1.5 CDBG-DR Requirements

2 HUD and Congress define activities that are and are not eligible for CDBG-DR assistance. The following subsections identify the eligible activities for which HARRP assistance can be used and the objectives that must be met. Applicants and households must meet all appropriate eligibility requirements as specified in the Priority

Policy for Eligible Households

The City wants to ensure that low-income households that were damaged by Winter Storm Uri have an opportunity to apply for full rehabilitation assistance eligible under the HARRP program. The City's W.A.T.E.R. (Waterline Assistance Through Emergency Repair) Emergency Repair Program was directly contacted by many families in the 30-day aftermath of the disaster to request emergency repair assistance. This program had limited resources and could only fund water-related repairs at that time.

Subsequently, the City received CDBG-DR funds with the objective of supporting the City's long-term recovery from Uri. The HARRP program will assist with long-term recovery for low-income owner-occupied single-family housing.

The City will accept applications to the HARRP program in two phases. Phase I will open for the households who reached out to the W.A.T.E.R. Program for emergency repairs within 30 days of the winter storm (i.e., February 17, 2021) and received limited or no assistance at that time because the W.A.T.E.R. funds were not available to cover a full rehabilitation. The City will contact these households and give them 60-days to apply to the HARRP program. At the end of 60 days, the City will close the application portal for 30 days and sort the qualified applicants into Priority 1 and 2.

The City will then begin a 30-day outreach across the City to let all other households that were impacted by Winter Storm Uri know that they will be able to apply to the HARRP program and inform the date the application will open and the documentation they will need during the application process.

After 30 days of outreach, the City will then open city-wide for what will be considered Phase 2. The Phase 2 application portal will be open for 90-days. During Phase 2, households will be prioritized into Priority 3, 4, or 5 based on household characteristics. As the applications come in, they will be sorted by priority and the Priority 3 applicants will immediately begin their intake and eligibility review process.

Once all Priority 3 applicants have had their intake meetings, then the Priority 4 applicants will be contacted and scheduled for intake meetings. Once all Priority 3 and 4 applicants have completed intake, the remaining Priority 5 applicants will be notified to begin intake meetings.

As the applications come in through the portal and a priority is assigned, the HARRP program will send a letter to the applicant with the following information:

- Acknowledge receipt of the application.
- Inform the applicant of their priority group.
 - If in the Priority 3 group, the applicant will be given the name of their Case Manager who will contact them to schedule their intake meeting and explain the eligibility process.
 - If in the Priority 4 group, the applicant will be informed that the HARRP program will reach out to schedule their intake appointment once the Priority 3 applicants have had their intake completed.
 - If in the Priority 5 group, the applicant will be informed that the HARRP program will reach out to schedule their intake appointment once the Priority 4 group have had their intake completed.
- Provide a HARRP program contact for questions.

The table below illustrates the Program's prioritization approach for Applicant processing which will be determined upon each application completion.

CITY OF FORT WORTH CDBG-DR APPLICANT PRIORITY MATRIX		
Phase 1	Priority	Income
Persons who reached out within thirty (30) days of Winter Storm Uri to the City	PRIORITY 1	80% AMI

of Fort Worth's W.A.T.E.R. Program) to report damages as a result of the storm but were unable to receive assistance		
Persons who reached out within thirty (30) days of Winter Storm Uri to the City of Fort Worth's W.A.T.E.R. Program to report damages as a result of the storm and received limited repairs, but not full rehabilitation services	PRIORITY 2	80% AMI
Phase 2	Priority	Income
Two or more of the following characteristics: <ul style="list-style-type: none"> • Age-dependent (over 65 or under 5) • Disabled • Veteran • Female Head of Household • 1 or more household members under the age of 18 	PRIORITY 3	80% AMI
One of the following characteristics: <ul style="list-style-type: none"> • Age-dependent (over 65 or under 5) • Disabled • Veteran • Female Head of Household • 1 or more household members under the age of 18 	PRIORITY 4	80% AMI
<ul style="list-style-type: none"> • None of the special characteristics listed above 	PRIORITY 5	80% AMI

To be placed in a phase, homeowners must meet all eligibility criteria described in Section 4.1 Applicant Eligibility Criteria.

The Program will be implemented in ways consistent with the City's commitment to non-discrimination. No person shall, on the grounds of race, color, national origin, religion, sex, familial status, or physical or mental disability be excluded, denied benefits or subjected to discrimination under the Program.

section of this manual. Properties must also meet all appropriate eligibility requirements as specified in Property Eligibility Criteria section of this manual.

2.1.1 CDBG-DR Eligible Activities

Eligible activities must be directly related to the recovery and resilience needs of eligible Applicants whose homes were damaged or destroyed by the 2021 Winter Storm (FEMA DR-4586).

The following activities will be in accordance with 24 CFR 570.201-207 and applicable waivers identified in the Allocation Announcement Notice and Federal Register Notice (88 FR 3198), other applicable waivers or alternative requirements.

The Program provides awards necessary to rehabilitate eligible damaged properties per Program standards, per the terms described in this document. Each award will be calculated using consistent Program construction, energy efficiency, and resilience standards, which are based on the type of project. The actual maximum assistance that each Applicant is eligible to receive will be determined using a consistent award calculation methodology described further in the Award Calculation and Maximum Award Cap section.

The Program may also fund activities necessary to address site-specific needs such as accessibility needs (e.g., ramps and lifts), environmental issues, on-site residential infrastructure rehabilitation, resilience and mitigation measures, temporary storage, relocation, and compliance with municipal ordinances, as needed. These activities will be carried out by a City-awarded contractor.

Tenants of properties participating in the Program may be either temporarily or permanently displaced but are not intended to permanently relocate. If a tenant is discovered to be living in a single-family home, serviced by the Program, the case management team will provide the appropriate case management per the City's tenant relocation policy and procedure. For additional information, see the Uniform Relocation Act (URA) and Relocation Policy.

2.1.2 CDBG-DR Ineligible Activities

The following are ineligible activities for which CDBG-DR grant funds cannot be used:

- **Forced Mortgage payoff:** A forced Mortgage payoff occurs when homeowners with an outstanding Mortgage balance are required, under the terms of their loan agreement, to repay the balance of the Mortgage loan before using assistance to rehabilitate or reconstruct their homes. CDBG-DR funds shall not be used for a forced Mortgage payoff.
- Grants or assistance for **Second Homes**.
- Assistance for those who previously received Federal flood disaster assistance and did not maintain required flood insurance.
- Repair or Rehabilitation activities on housing units in a 100 yr., 500 yr. flood plain or in a **Floodway**
- Compensation payments for losses of personal property.

- Commercial buildings, fences, outbuildings, and other unattached structures such as sheds or docks.
- CDBG-DR funds may not fund the same repair item that can be paid from another source of funds (Duplication of Benefits)
- Other activities or disallowed costs not specifically included in 2 CFR Part 200, the applicable **Federal Register** notices, the Housing and Community Development Act, and 24 CFR Part 570 Subpart C.

2.1.3 HARRP Ineligible Activities

The HARRP Program has the following additional Program-specific restrictions for the use of funds and will not include the following:

Reimbursement of pre-award costs: Reimbursement costs are those costs incurred by an Applicant to the Program before the time the Program performs the **Damage Assessment (DA)**, during which the Program assesses the remaining eligible work to be completed, and the value of the work completed by the Applicant prior to the DA. Applicants will not be reimbursed for the work completed by the Applicant prior to the DA.

- Rehabilitation of duplexes, triplexes, quads, and condominiums
- Reconstruction of damaged residential property

2.1.4 National Objectives

The primary objective of the HCDA is the development of viable communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Consistent with the HCDA, HUD has required the City to comply with the overall benefit requirements in the HCDA and 24 CFR 570.200, which require that 70 percent (70%) of funds be used for activities that benefit low- and moderate-income (LMI) persons.

The Program will use the following national objective for each of the processes, as applicable:

Low-Mod Housing (LMH), Phase I: All Program assistance and activity delivery costs provided to or on behalf of low- and moderate-income (LMI) households. A **Household** is LMI if their total Household income is at or below 80% of the **Area Median Income (AMI)**. HARRP will use the [following income limits](#) for all Program Participants.

The City will track all LMI beneficiaries per HUD requirements using the following income ranges and categories:

- 0% - 30% AMI Extremely Low
- 31%-50% AMI Very Low
- 51%-80% AMI Low

Household income will be determined based on the total number of persons in the Household and total annual income of each Household member 18 years and older. See

the **Error! Reference source not found.** section for additional information on the income verification process.

2.2 Tax Consideration

While CDBG-DR funds are generally non-taxable, some situations may result in funds or proceeds becoming taxable under certain circumstances. Additional information from the Internal Revenue Service related to the 2021 Winter Storm (FEMA DR-4586) may be found here:

<https://www.fortworthtexas.gov/departments/neighborhoods/services/cdbg-disaster>.

General information for taxpayers affected by disasters can be found here: <https://www.irs.gov/businesses/small-businesses-self-employed/faqs-for-disaster-victims#taxablestaterecoverypayments>. Applicants are encouraged to consult with a tax expert if they have any concerns related to any potential tax liability as a result of participation within the Program.

3 Preventing Waste, Fraud, and Abuse

Fraud is the intentional (willful or purposeful) deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. There are many forms of fraud. Examples of fraud include, but are not limited to, misrepresentation of:

- Income (Unreported or under-reported)
- Household composition
- Financial resources (transferred or hidden resources)
- Residency
- Citizenship status

Other types of fraud include but are not limited to:

- Using another person's identification
- Forging signatures or documents
- Concealing access to duplicate funding
- Misrepresenting a medical condition to obtain additional benefit
- Misusing funds (diverting them for an unintended use)

Waste includes over-utilizing CFW's services, supplies or equipment, or causing unnecessary costs through carelessness or inefficiency.

Abuse includes activities that result in unnecessary costs to the CFW. Note that this is financial abuse, not physical or emotional abuse of persons. Physical and emotional abuse of a person should be reported to the police.

Other actions constituting fraud, waste and abuse include, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies or assets
- Impropriety in handling or reporting money or financial transactions
- Profiting as a result of insider knowledge
- Unauthorized disclosure of confidential or private information
- Accepting or seeking anything of material value from contractors, vendors or any person that seeks a beneficial decision, contract, or action for CDBG-DR and CDBG-MIT activities
- Unnecessary cost or expenditures
- Diversion of Program resources

3.1 Responsibilities

All CFW employees, subrecipients, and contractors are responsible for the detection and prevention of fraud, waste, abuse, misappropriations, and other irregularities. Supervisors shall work with employees to ensure familiarity with the types of improprieties that might occur within their area of responsibility, and all employees will be alert for any indication of irregularity. All subrecipients receiving CDBG-DR funds for the first time shall attend and require subrecipients to attend fraud-related training provided by HUD OIG, when offered, to assist in the proper management of CDBG-DR funds.

The Neighborhood Services Director and his/her designees have primary responsibility for investigation of all suspected fraudulent acts as defined in this policy. If the investigation substantiates those fraudulent activities occurred, the CFW Legal Department will be engaged. When applicable, reports will be issued to appropriately designated personnel and, if appropriate, Federal, or state agencies.

The Neighborhood Services Director or his/her designee, in conjunction with the CFW Legal Department, is responsible for the administration, revision, interpretation and application of this policy.

3.2 Applicability

This policy applies to any actual or suspected irregularity involving employees, subrecipients, consultants, vendors, contractors, or outside agencies doing business with these entities, and/or other parties having a business relationship with the CFW and any of the programs under its direction. This policy also applies to direct beneficiaries of CFW's CDBG-DR Programs and activities such as business owners or homeowners.

The following HARRP procedures from intake to award and construction closeout that are relevant to the above noted AFWA (Anti-Fraud, Waste, and Abuse) procedures occur throughout and are generally documented at:

Verification of Applicant Identification

- Verification of Damage & Estimated Cost for Repair
- Verify Income for prioritization or additional benefit thresholds
- Verify Flood Insurance requirements (Compliance with National Flood Insurance that may be required from previous federal awards), if applicable
- Verify Self-Certified Benefits

3.3 Whistle-Blower Protection for Public Employees

Texas law (Section 554, Texas government Code) protects public employees who report information which they believe is a violation of any provision of law, or any other acts of impropriety related to the scope or duties of public employment, to their agency heads, the Texas Ethics Commission, or any person or entity of competent authority or jurisdiction. Any public employee who reports a potential violation shall be free from discipline or reprisal from his/her employer. This law is enforced by the Texas Ethics Commission. A public employee who is wrongfully suspended, demoted, or dismissed due to the reporting of any act of wrongdoing shall be entitled to reinstatement of his/her employment, as well as the receipt of any lost income or benefits. A person who is a public employee because of a contractual arrangement with a governmental entity or agency, whose contract is wrongfully suspended, reduced, or terminated as an act of reprisal for reporting an alleged act of impropriety, shall be entitled to reinstatement of his/her contract and receipt of any lost compensation under the terms of the contract.

3.4 Reporting Waste, Fraud, and Abuse Concerns

The City of Fort Worth is committed to an environment where open, honest communications are the expectation, not the exception. Any CFW employee who discovers or suspects fraud, waste or abuse shall report any concerns to the NSD Program Manager or file a concern online with Clearview Connects at <https://www.fortworthtexas.gov/government/resources/ethics-compliance> or by phone at 1-855-886-4247. All concerns of fraud, waste, and abuse shall be taken seriously and investigated. Within thirty (30) days of receiving a concern, the NSD Program Manager will follow up with the complainant.

All substantiated cases of fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email:

hotline@hudoig.gov) and CFW's HUD Community Planning and Development (CPD) Representative.

If the complaint is not regarding fraud, waste, or abuse of program funds, see Section 8 Appeals, Complaints and Grievances.

3.5 Confidentiality

Complainants reporting fraud, waste, and abuse of federal resources, or other program irregularities may remain anonymous. All information received about suspected fraud, waste, and abuse will be treated confidentially. Furthermore, all investigative materials developed, and interviews conducted to substantiate the allegations of fraud, waste, or abuse will be treated confidentially. Information will only be disclosed, as needed, to appropriate law enforcement authorities. No information about the status of an investigation will be shared outside of authorized Program Staff and CFW, except with the HUD CPD staff or HUD OIG upon conclusion of the investigation or with law enforcement or legal counsel, in the event legal action should be needed.

3.6 Penalties

Any person or organization that is found to have submitted purposely misleading or fraudulent information to the CFW and/or any of its programs or subrecipients will be automatically denied funding assistance. Penalties may range from losing funding or assistance to prosecution and imprisonment.

3.7 Conflict of Interest

The CFW has enacted a Policy and Procedures for Determining Conflict of Interest for CFW Employees and/or Covered Persons ("Conflict of Interest Policy") in conformity with federal regulations including, but not limited to 24 CFR §570.611 and 2 CFR §200.112 and §200.318 (c)(1).

The Conflict of Interest Policy outlines CFW's responsibility, in its role as grantee, to identify, evaluate, disclose and manage apparent, potential or actual conflicts of interest related to CDBG-DR funded projects, activities and/or operations. The Policy is intended to serve as guidance for the identification of apparent, potential or actual conflicts of interest in all CDBG-DR assisted activities and/or operations.

As defined in the Conflict of Interest Policy, a conflict of interest is a situation in which any person who is a public servant, employee, agent, consultant, officer, or elected official or appointed official of the CFW, or of any designated public agencies, or of subrecipients that are receiving funds under the CDBG-DR Program may obtain a financial or personal interest or benefit that is or could be reasonably incompatible with the public interest, either for themselves, or with those whom they have business.

Potential Conflicts of Interest to be aware of:

- If an applicant seeks assistance from the Disaster Recovery Program and has an active role or personal connection with the Program staff or Agency.
- If a General Contractor seeking to be awarded a repair contract in the Program has an active role or personal connection with the Program staff or Agency.

Identifying potential conflicts of interest upfront allows the Program the opportunity to manage or mitigate the potential conflict before it becomes an issue. It also allows for the Program and the community to operate honestly on the Grantee's behalf.

Actual or potential conflicts of interest identified at any time need to reference the City policy to identify next steps for determining whether an applicant may become a beneficiary.

3.8 Verification of Applicant Information

Due diligence will be performed to verify all information reported on the application including but not limited to household size and income, ownership and primary residency. Self-certification or affidavits pertaining to applicant information such as income or property ownership and origin of damages being directly related to Winter Storm Uri, may be accepted as a last resort after due diligence has been completed. Specific procedures and documentation will be outlined in this policy manual and further explained to program applicants.

At the time of application, applicants for assistance will be required to disclose all sources of assistance applied for, received or to be received. The CFW will verify benefits using data from FEMA, SBA, NFIP, and other sources as appropriate, and a DOB calculator will be used to determine any unmet need. All applicants will sign an application containing the federal perjury clause at 18 USC 1001 and, if awarded funds, a contract verifying all sources and a subrogation agreement to pay back any or all of the CDBG-DR assistance if additional funding is made available to them during the term of the contract or after the contract expires.

Quality Assurance (QA)/Quality Control (QC) will be performed on all applicant files prior to execution of the contract.

3.9 Evaluating Subrecipient Capacity

When applicable, the City will conduct a risk analysis on all subrecipients to identify those entities and programs that are most susceptible to fraud, abuse, or mismanagement. The risk analysis provides critical information to effectively target capacity-building resources toward entities and programs that pose the greatest risk to the integrity of the City's grant funding, including identification of subrecipients to be monitored on-site and remotely, the program areas to be covered, and the depth

of the review. This assessment will allow the City to minimize potential risk as it administers its grant allocations.

The City will make necessary adjustments in preparing the monitoring strategies and revising them based on new information, such as declining or improvement in participant performance, budget constraints, reprogramming of resources or other unanticipated events.

NSD will have in place a compliance specialist that will continuously monitor its CDBG-DR subrecipients and will determine the areas to be monitored, the number of monitoring visits, and their frequency. All entities administering CDBG-DR funding will be monitored not less than once during the contract period; either on-site or by desk reviews. The monitoring will address program compliance with contract provisions, including eligibility, related to the disaster, national objectives, records retention, financial management, expenditures, reporting and duplication of benefits. HUD monitoring checklists for regular CDBG program activities will be used and adapted as needed to monitor CDBG-DR program activities.

3.10 Contractor Fraud

For contracts procured directly by the City, contractor capacity and risk will be evaluated through the competitive procurement process. Due diligence will be conducted prior to awarding contracts, including verifying contractor qualifications and licenses and completing federal and state debarment checks.

NSD staff and/or subrecipients will advise CDBG-DR applicants of the risks of contractor fraud and other potentially fraudulent activities during the application intake process. The Program staff will provide a flyer informing applicants not to pay or coordinate with construction contractors claiming to be part of this Program unless the case manager has informed them that they are a representative. The flyer will also include information on what the NSD contractors will provide as evidence of being qualified. In addition, the flyer will provide how, when, and where to report past fraud or attempts by contractors to fraudulently represent NSD.

If a CDBG-DR beneficiary experiences contractor fraud, NSD staff/subrecipients will assist the beneficiary with reporting the suspected fraud to law enforcement authorities and providing information needed for them to investigate, charge, and prosecute as necessary. Beneficiaries that experience fraud will be considered for additional assistance, on a case-by-case basis, based on the remaining unmet need and availability of funds.

In addition to Contractor qualifications, the program will monitor general contractor performance and invoicing to identify any situations in which a general contractor or their subcontractors do not meet or truthfully apply program standards.

4 Program Administration

4.1 Overview

NSD is the lead agency and responsible entity for administration and oversight of the City's CDBG-DR allocation. The City implements HARRP directly and in partnership with Subrecipients, contractors, or developers.

The City ensures all Applicant files are compliant prior to grant execution or award denial. The City may engage Subrecipients to support Applicants through outreach and engagement, editing and translating Program materials for readability, Program intake and processing, and/or to provide other related services that facilitate or expedite the application review process.

The City is responsible for developing and amending the CDBG-DR Action Plan, Program policies and procedures, ensuring Program and other cross-cutting federal regulatory compliance, providing technical assistance to Subrecipients, procurement oversight, and financial management.

All final award decisions are subject to grant availability and will be made by the City.

4.2 Application Steps

The following are initial steps for the application prescreening and process:

- Prescreening (electronic) – Will determine if the applicant qualifies for the Program based on a preliminary eligibility form with a “Yes/No” analysis of income, property type and location, and tie-back to the disaster.
- Application – Identify income, household size, demographics, details of the need of repairs, and other required information. Specific questions for single-family home property owners.
- Application Submitted/Review Status – Eligibility Specialists will review information received and verify its validity to determine if the applicant qualifies
- Determine and verify duplicative benefits

4.3 Program Policies

The Program guidelines are a living document and will be modified accordingly through the following exception methods.

4.3.1 Exceptions Panel

Throughout this document there are references to possible situations where the Program will make exceptions to certain Program policies. The 2021 Winter Storm disasters impacted survivors in different ways, and while this Program is designed to be as inclusive and low-barrier as possible for those Applicants still struggling to recover, there will be a

need to accommodate unique or unanticipated circumstances that do not warrant a policy change. All exceptions are approved or denied by an Exceptions Panel. The **Exceptions Panel** includes representation from City leadership, compliance, policy specialists, as well as operations and senior staff members. Subject matter experts may also be called in to serve on the Panel, if necessary. The Exceptions Panel meets on a regular schedule or as needed to move cases forward.

Each request must undergo two reviews to verify that all relevant information, data analysis, and supporting documentation are included in the request and sufficiently support the proposed exception request:

1. **First review:** Program staff or Subrecipients prepare an Exceptions Request Form and compile all available support documentation for the exceptions request. The Program or Subrecipient staff determine whether they think there is sufficient information to submit the exceptions form and package to the Exceptions Panel for their review.
2. **Second review:** The Program staff or Subrecipient presents the exceptions case to the Exceptions Panel. The Exceptions Panel reviews the Exceptions Request form and support documentation and determines whether the exceptions request is approved, denied, or requires additional information and/or documentation before the panel can approve or deny the request. All decisions made by the Exceptions Panel are final.

4.3.2 Policy Review Process

Policy changes may be required as unmet recovery needs change and as the City gathers additional information on impacted survivors. All policy changes for HARRP are considered through a policy review process. This includes policy clarifications, additions, and deletions that are needed to clarify HARRP rules more precisely.

Program staff will notify the CDBG-DR Program Manager that a policy change is likely needed and will request a policy review meeting. The CDBG-DR Program Manager will schedule a meeting and invite the staff person requesting the policy change and other staff and or consultants necessary to discuss the need for a policy change. Other people needed may include a Compliance representative, Planning, or Finance. If after discussion the NSD Director, or their designee, determines the policy should be changed, then the CDBG-DR Program Manager will assign a staff person to write up a justification for the policy change. Once the change has written justification, the policy will be updated to reflect the change, and the policy's Version History Table will be updated to provide the date the policy changed and a brief summary of the change.

When the policy change has been approved, the City will assess whether an Action Plan Amendment is needed. A change to policy could potentially trigger a substantial amendment. A change is considered to be a substantial amendment if it meets the following criteria:

- A change in program benefit or eligibility criteria,□
- The addition or deletion of an activity, or□
- The allocation or reallocation of 25% of the original budget allocation amount.□

Once applicable Action Plan Amendments have been approved by HUD (or if an Action Plan Amendment is not required), the City will update the Program policy manual version with the approved policy change and will publish the updated manual on the City's website. For information on what may constitute an **Appeal**, and the Program appeals and complaints processes, please see Section 8 Appeals, Complaints and Grievances.

4.4 Program Assistance

4.4.1 Homeowner Assistance

HARRP provides assistance to eligible Applicants for the following types of eligible activities, as applicable to a homeowner's remaining recovery needs:

- **Rehabilitation** (i.e., repair due to disaster damage, and/or resiliency from future disasters and any improvements required by code) costs necessary to bring damaged homes into compliance with Program standards. Assistance is available to meet the unmet needs of eligible Applicants as they complete the rehabilitation of their home.

Participating in and accepting any award from HARRP is entirely voluntary. HARRP is not an entitlement Program. Awards may be adjusted or denied based on grant availability.

4.5 Program Support Services

The Program will make support services available to HARRP Applicants either directly or through Subrecipients. These services include comprehensive case management where staff will provide the Program's Resource Guide in order to direct applicants to viable resources.

The Program will ensure that all Applicants have updated information on the status of their application and award. The Program will use various methods of communication including but not limited to the following:

- Phone calls
- Written correspondence (e-mail, direct mailings, text messages)
- In-person meetings
- Mobile-friendly website

For Applicants requiring language assistance, Program staff will follow the policies listed in the Language Access Plan (LAP) to assist with the language barrier.

4.5.1 Program Staff

Program Staff will help Applicants through each stage of the HARRP application process. Program Staff are knowledgeable of HARRP requirements and are available to guide Applicants on how to meet all Program requirements: application intake, reviews, approvals, etc.

If needed and the information is available, Program Staff will also help coordinate or connect Applicants with other disaster recovery resources and partners that provide housing recovery services, legal services, or other needed support services not covered under HARRP. Program Staff may not share Applicant or Participant information with other partners or resources without an approved Release of Information form from the Applicant.

4.5.2 Construction Management Coordination Services

The Program provides construction inspection, unmet need determination, monitoring and oversight services to the Applicant to ensure the Applicant understands the Program's process and eligible or ineligible activities.

The construction award and general contractor relationship is between the Program and the contractor. The Program will work with the Participant and contractor to ensure that required Program items and documentation are present and accurate but directives to the contractor will come from the Program through the Job Order Contract (JOC). See Section 6 Construction for additional information concerning the construction process.

The Homeowner/General Contractor Rehabilitation Agreement provides the Applicant with terms and conditions to clarify program requirements such as warranty.

4.6 Applicant Responsibilities

4.6.1 Applicant Responsiveness, Updates, Documentation, and Inspections

4.6.1.1 Documentation and Changes in Applicant Circumstances

- Applicants are responsible for actively participating in the full cycle of the Program and providing information and /or documentation requested during application through closeout. Applicants are also required to return Program phone calls or emails in a timely fashion and allow access to their property for damage assessments, lead-based paint testing (if applicable), and Program or jurisdiction progress inspections.
- It is the Applicant's responsibility to keep the Program informed of current contact information and update their records in their account if their mailing address or phone number changes. If their household's income changes, Applicants must contact their case manager to determine if updated documentation will be required. If there are changes to the Applicant's circumstances, including any

changes related to their Household or Tenants, it is the Applicant's responsibility to inform the Program and provide any required additional documentation.

- Applicants should gather and maintain all records, receipts, invoices, and other documentation related to any of their rehabilitation, construction, or clean-up of the damaged home prior to applying for assistance with HARRP. Copies of these documents may be required by the program during the eligibility and award determination process. Once Applicants begin to participate in the Program, they should also maintain correspondence, and all records received from HARRP.
- The Program reserves the right to request additional documentation, and the Applicant is obligated to be responsive to these requests and produce such documentation between 30-90 days, based on the activity that needs to be completed, of the request. This obligation continues even after all award funds have been distributed to the Applicant.
- Failure to be responsive may result in the Applicant file being placed on hold if the Program staff cannot move the Applicant forward until they receive additional information or response from the Applicant. Applicants may be involuntarily withdrawn from the Program if they do not respond within prescribed deadlines included in the letters or communications (range from 30-90 days, based on the activity that needs to be completed). See Section 3.7.3 Administrative Withdrawal from Program for additional information on this process.

4.6.1.2 Inspections and Due Diligence

- Applicants are responsible for actively participating in the inspection process and providing access to their property for damage assessments, lead-based paint and other hazardous material testing (e.g., radon, mold, other, as applicable), jurisdiction inspections, and construction progress inspections. The Program will make every attempt to remain in contact with each Applicant to schedule or reschedule required inspections. If Applicants show a demonstrated pattern of disengagement, the Program will begin the following due diligence process:
 1. Three consecutive phone calls within 7 days, where direct communication with the Applicant or their in-file communication designee is not achieved.
 2. Email notification of attempted phone calls and request for Applicant to make contact with the Program to schedule or reschedule an inspection.
 3. After 1 and 2 above have been completed, a final notice letter will be sent via US Postal Service advising Applicant of a final 15-day period to schedule the inspection with the Program.
- If after the full succession of these communication attempts an Applicant still fails to schedule the required inspection within 15 days of the final notice letter, the Applicant will be placed in an inactive status. The Applicant will be notified by email and US Postal Service that their project is no longer in an active status. If the

Applicant does not contact the Program within 30 days of notification of inactive status, the Program may start the process to administratively withdraw the Applicant from the Program, and recapture of any previously disbursed grant funds. See Section 3.7.3 Administrative Withdrawal from Program for further guidance.

4.6.2 Applicant Compliance with Program Standards

- **Stop Work:** At application intake, Applicants will be asked if they completed or are currently conducting any construction or home repair and improvement activities. Based on the information, if an Applicant has construction or home repair work actively underway, the case manager will collect additional information about the activity to determine:
 - Whether the current construction activity is critical and must be completed prior to forward processing of the application so that the homeowners are not at risk of further damage or safety issues.
 - Whether there is a point in time that the work may be partially completed or paused without financial or contract dispute issues.

The Applicant will receive a programmatic notification, or the applicant form itself will require an attestation and signature that acknowledges and agrees to the stop work concerns or may risk becoming ineligible for further application processing or approval.

Failure to comply with the Stop Work Requirement will result in an Applicant's ineligibility to the Program for full or partial assistance. Applicants should consult with the Program prior to making any additional contract decisions during the mandatory stop-work period. Applicants who have submitted an application to the Program and who have been given the stop work order, but do not stop work on the home (contracted or otherwise), are at risk of being ineligible for assistance. Certain activities, while they may not be physical work or improvements to the property, may constitute a violation of the Stop Work Requirement.

The case manager will work with the Inspector(s) to identify completed work or partially completed work to be verified as part of the damage and Estimated Cost of Repair write-up. The case manager will also emphasize to the homeowner the need to collect contract documents, scope of work and/or completed repair receipts for DOB deductions see Section 5 Duplication of Benefits for more details.

A stop work notice may be required for the purposes of both the National Environmental Policy Act (NEPA) for Choice Limiting Actions (24 CFR 58.22) and determining scope of repair and/or eligible activity deductions to DOB.

- All Applicants are required to stop any rehabilitation or repair activities conducted on the **Damaged Property** prior to program inspection if notified to do so by the Program. Applicants are also prohibited from entering into any new contracts after receiving a Stop Work Order. If issued, the Stop Work Order must be followed

until the environmental review process is completed and until the Program provides Applicants with a Notice to Proceed or instructions on how to complete partial work prior to program assistance.

- Applicants agree not to transfer the damaged home or any interest in the damaged home, whether voluntarily or involuntarily, until the Rehabilitation to be performed under the Program has been completed.
- Access: By way of a signed agreement, Applicants must provide access (or Right to Entry) to their property for Program and jurisdiction inspections, site visits, environmental surveys, and any information collection necessary to assess and evaluate the condition or progress of the property, home, or project. This will be documented in the application.

The Right of Entry will allow the Program and/or its agents to fully assist and advise the Applicant throughout the life of the project and is active from the period of execution through project closeout. The Program will coordinate with and notify Applicants of any site visits as early as possible. The execution of the Right of Entry does not indicate that the Program or its representatives will make entry to the home without first attempting to schedule and/or coordinate with the participant.

- Vacate to Allow Rehabilitation: In some cases, Applicants may be required and must agree to vacate their Damaged Property within the allotted time frame noted during construction scoping to allow for the completion of construction activities, if required by the contractor or the Program. The Program or the contractor will pay for temporary relocation based on our Optional Relocation Assistance policy (ORA) and Procedure for temporary housing assistance for applicants. If a tenant is being displaced, they will receive temporary relocation in accordance with the URA requirements at 49 CFR Part 24.
- Temporary Storage: Applicants will be provided guidance on when and if any personal property needs to be moved and stored in other locations prior to start of construction. The Program will provide temporary storage options when any significant amount of personal property, such as furniture, needs to be moved to another location that the existing home cannot accommodate. See Section 6.3.7.2.1 Moving and Storage for more details.
- Duplication of Benefits (DOB) Escrow: For **City** rehabilitation projects, Applicants who have a remaining DOB to be applied to their project will be required to escrow their DOB amount at grant execution. Homeowners are required to deposit funds into an escrow account to address funding gaps caused by DOB. These funds count towards the program's funding cap and must be fully expended before CDBG-DR funds are used. Escrowed funds be used strictly for eligible disaster recovery activities.

4.7 Withdrawn Applications

If an Applicant or Participant chooses to voluntarily withdraw or is administratively withdrawn from the Program prior to completing their rehabilitation per Program standards, they are required to return or reimburse all previously disbursed funds for the rehabilitation activity back to the Program. The terms and conditions and procedures for refunding the program will be detailed in the Homeowner Funding Agreement.

4.7.1 Voluntary Withdrawal from Program

Applicants or Participants may withdraw their application from the Program at any time prior to executing an agreement for construction. Applicants who wish to withdraw must provide a written notice of intent to withdraw or a signed confirmation of request to withdraw. The Program will send the Applicant a written notice of acknowledgement of voluntary withdrawal.

4.7.2 Voluntary Withdrawal Reinstatement Requests

Applicants who have voluntarily withdrawn from the Program may submit a written request for reinstatement based on extenuating circumstances. Requests will be reviewed by Program staff, who will provide written notice of approval or denial of the request.

4.7.3 Administrative Withdrawal from Program

Program Staff will work closely with Applicants to help them through the application process. However, if Applicants are non-responsive or fail to provide the required information or documentation, the Program may issue deadline communications (letters or emails) to Applicants. In these cases, Applicants may be involuntarily withdrawn from the Program if they do not respond within prescribed deadlines included in the letters or communications (range from 30-90 days, based on the activity that needs to be completed).

The Program may administratively withdraw an Applicant who fails to provide required documentation or information within the deadline described in the written request.

The Program may withdraw an Applicant who is abusive to a City employee or any other representative or affiliate of the Program. Abusive behavior includes language (verbal or written) that may cause staff to feel afraid, threatened or abused and may include threats, personal verbal abuse, and derogatory remarks. The Program also considers inflammatory statements, remarks of a racial or discriminatory nature, and unsubstantiated allegations to be abusive behavior. Physical intimidation, including holding, impeding, or blocking movement, following, stalking, touching or any other inappropriate physical contact or advance, is considered abusive behavior. Following the first reported incident of abusive behavior, the Program will send a warning letter to the Applicant explaining that such conduct will not be tolerated. Any subsequent reported incident of abusive behavior may result in termination of the Applicant's grant and the administrative withdrawal of the Applicant from the Program. The Program may

refer the Applicant to mental health services or for a wellness check in cases not involving physical intimidation or violence before issuing a warning letter or deciding to terminate the grant and withdraw the Applicant. Incidents involving the threat or use of physical violence towards a City employee or any other representative or affiliate of the Program may be reported to the State Police and to the local police for non-Program affiliates.

4.7.4 Administrative Withdrawal Reinstatement Requests

Applicants who have been administratively withdrawn from the Program will have 30 days from receipt of the final Administrative Withdrawal certified letter to submit a written request for reinstatement, based on extenuating circumstances. The request will be reviewed by Program staff and the Program will communicate approvals or denials. The Program will consider an Applicant's responsiveness to Program correspondence or requests for documentation when making the reinstatement determination.

5 Priority Policy for Eligible Households

The City wants to ensure that low-income households that were damaged by Winter Storm Uri have an opportunity to apply for full rehabilitation assistance eligible under the HARRP program. The City's W.A.T.E.R. (Waterline Assistance Through Emergency Repair) Emergency Repair Program was directly contacted by many families in the 30-day aftermath of the disaster to request emergency repair assistance. This program had limited resources and could only fund water-related repairs at that time.

Subsequently, the City received CDBG-DR funds with the objective of supporting the City's long-term recovery from Uri. The HARRP program will assist with long-term recovery for low-income owner-occupied single-family housing.

The City will accept applications to the HARRP program in two phases. Phase I will open for the households who reached out to the W.A.T.E.R. Program for emergency repairs within 30 days of the winter storm (i.e., February 17, 2021) and received limited or no assistance at that time because the W.A.T.E.R. funds were not available to cover a full rehabilitation. The City will contact these households and give them 60-days to apply to the HARRP program. At the end of 60 days, the City will close the application portal for 30 days and sort the qualified applicants into Priority 1 and 2.

The City will then begin a 30-day outreach across the City to let all other households that were impacted by Winter Storm Uri know that they will be able to apply to the HARRP program and inform the date the application will open and the documentation they will need during the application process.

After 30 days of outreach, the City will then open city-wide for what will be considered Phase 2. The Phase 2 application portal will be open for 90-days. During Phase 2, households will be prioritized into Priority 3, 4, or 5 based on household characteristics. As the applications come in, they will be sorted by priority and the Priority 3 applicants will immediately begin their intake and eligibility review process.

Once all Priority 3 applicants have had their intake meetings, then the Priority 4 applicants will be contacted and scheduled for intake meetings. Once all Priority 3 and 4 applicants have completed intake, the remaining Priority 5 applicants will be notified to begin intake meetings.

As the applications come in through the portal and a priority is assigned, the HARRP program will send a letter to the applicant with the following information:

- Acknowledge receipt of the application.
- Inform the applicant of their priority group.

- If in the Priority 3 group, the applicant will be given the name of their Case Manager who will contact them to schedule their intake meeting and explain the eligibility process.
 - If in the Priority 4 group, the applicant will be informed that the HARRP program will reach out to schedule their intake appointment once the Priority 3 applicants have had their intake completed.
 - If in the Priority 5 group, the applicant will be informed that the HARRP program will reach out to schedule their intake appointment once the Priority 4 group have had their intake completed.
- Provide a HARRP program contact for questions.

The table below illustrates the Program's prioritization approach for Applicant processing which will be determined upon each application completion.

CITY OF FORT WORTH CDBG-DR APPLICANT PRIORITY MATRIX		
Phase 1	Priority	Income
Persons who reached out within thirty (30) days of Winter Storm Uri to the City of Fort Worth's W.A.T.E.R. Program) to report damages as a result of the storm but were unable to receive assistance	PRIORITY 1	80% AMI
Persons who reached out within thirty (30) days of Winter Storm Uri to the City of Fort Worth's W.A.T.E.R. Program to report damages as a result of the storm and received limited repairs, but not full rehabilitation services	PRIORITY 2	80% AMI
Phase 2	Priority	Income
Two or more of the following characteristics: <ul style="list-style-type: none"> ● Age-dependent (over 65 or under 5) ● Disabled ● Veteran ● Female Head of Household ● 1 or more household members under the age of 18 	PRIORITY 3	80% AMI

<p>One of the following characteristics:</p> <ul style="list-style-type: none"> • Age-dependent (over 65 or under 5) • Disabled • Veteran • Female Head of Household • 1 or more household members under the age of 18 	PRIORITY 4	80% AMI
<ul style="list-style-type: none"> • None of the special characteristics listed above 	PRIORITY 5	80% AMI

To be placed in a phase, homeowners must meet all eligibility criteria described in Section 4.1 Applicant Eligibility Criteria.

The Program will be implemented in ways consistent with the City's commitment to non-discrimination. No person shall, on the grounds of race, color, national origin, religion, sex, familial status, or physical or mental disability be excluded, denied benefits or subjected to discrimination under the Program.

5.1 Applicant Eligibility Criteria

5.1.1 Eligibility Overview

To be eligible for the Program, homeowners must meet the following criteria:

- The applicant must have been, at the time of the disaster, and currently remain, the owner-occupant of an eligible Damaged Property. See Section 4.1.2 Ownership
 - Applicant must have occupied the home as the primary residence at the time of the disaster. See Section 4.1.3 Occupancy as Primary Residence.
 - Applicant must have evidence that the Damaged Property is a result of the 2021 Winter Storm. See Section 4.2.2 Property Damage.
 - The damage from the 2021 Winter Storm must include eligible repair needs not already covered by verified DOB. See Section 1.5.1 CDBG-DR Eligible Activities.
 - Applicant must be current on property taxes or in a City-approved tax payment plan
- Household income must be at or below 80% of the Area Median Income. Additional information on how to meet these criteria are described further below.

5.1.2 Ownership

5.1.2.0 Property Taxes

Primary resident applicants must prove they are current on property taxes or in a City - approved tax payment plan.

The Program will verify property tax status through online state records, by attempting to match the owner's name on the application with property tax records at the time of the disaster and at the time of the application. These records will also be used to verify ownership, as outlined in the following sections.

5.1.2.0.1 Property Tax Delinquency

To be eligible for the Program, Applicants must do one of the following:

- a) Attest they are current on property taxes, as demonstrated by property tax records confirmed by Program Staff. If Staff cannot verify, the Applicant must provide:
 - A copy of the property tax statement, showing no delinquent taxes are owed.
- b) Have an approved Installment Agreement or tax exemption from their local jurisdiction. In such cases, acceptable documentation to support the approved Installment Agreement or exemption includes, but may not be limited to:
 - A copy of the approved property tax Installment Agreement.
 - A letter of tax exemption from the local jurisdiction including the time period of exemption, if applicable.
- c) The Applicant is provided an opportunity to cure property tax delinquencies.
- d) If the Applicant indicates they need help in curing tax delinquencies, the Program Representative will refer the Applicant to Housing Counseling or Legal Services using the Program's Resource Guide.

5.1.2.1 Ownership: Homes on Owned Land

5.1.2.1.1 Methods to Verify Ownership

For damaged homes on owned land, the Applicant must have been the owner of the property at the time of the disaster and continue to own the property.

- The Program establishes **Ownership** at the time of the disaster by attempting to match the owner's name on the application with property tax records at the time of the disaster.
- The Program will also establish current Ownership of the property by attempting to match the owner's name on the application with current property tax records.
- The applicant must contact their mortgage company to notify the company about participation in the repair program

If unable to obtain a match between the names on the application and the names on the property tax records, the Program requires the following documentation to meet the Ownership eligibility requirements:

- Property tax records that show the Applicant owned the property at the time of the disaster and matched with the most recently available tax record showing the Applicant currently owns the property; or
- Deeds or other legal documents to be reviewed on a case-by-case basis.

To be eligible for assistance, at least one Applicant must have owned the Damaged Property at the time of the 2021 Winter Storm (FEMA DR-4586).

5.1.2.2 Special Ownership Circumstances

5.1.2.2.1 LLC or LLP (Entity)

A recognized legal entity may hold title to real property. Examples are Partnership (general or limited), Limited Liability Company (LLC), Limited Liability Partnership (LLP), or Corporation. The grantee's name should be exactly as registered with the State or other state where the entity was created.

In those instances, in which title to the Damaged Property may be held by an LLC or LLP, the Applicant must establish that the LLC or LLP was formed for estate planning purposes or liability concerns. Ownership must be proven by providing all necessary information, including but not limited to, certificate of formation, tax returns for the company or partnership, operating agreement, and a certificate of good standing. Each LLC or LLP will be evaluated by the Program on a case-by-case basis for Program compliance. If the sole purpose or reason for forming either an LLC or LLP is for a business purpose or venture, then the Applicant would be deemed ineligible.

5.1.2.2.2 Heirship

In the event the owner of the Damaged Property was deceased at the time of 2021 Winter Storm (FEMA DR-4586), and the Applicant who occupied the Damaged Property on the disaster date is an heir or beneficiary as of the disaster date, then the Applicant is a potentially eligible homeowner under HARRP, provided they also meet the occupancy requirements below.

If the heir Applicant is a co-owner (e.g., the Applicant is a Tenant in common or joint Tenant), then the Applicant certifies on the application for assistance that all parties that have a right to claim Ownership have agreed to participate in the Program or could not be located.

Heir co-owners who are not occupants may execute a **Power of Attorney** to allow the owner-occupant Applicant to sign all legal documents on behalf of the remaining owners.

An Applicant who cannot establish record Ownership of the Damaged Property on February 20, 2021, but who can establish that title to the Damaged Property was vested in an individual who has since deceased, and to whom the Applicant is an heir or beneficiary, can establish an eligible form of Ownership in the following ways:

5.1.2.2.2.1 Deceased Pre-Grant Agreement

In the event an individual who, if alive as of February 20, 2021, would have been able to establish requisite Ownership and occupancy of the Damaged Property is deceased or dies after submitting his or her application for assistance to the Program, but prior to executing the grant agreement, the Applicant's heirs or beneficiaries who occupied the Damaged Property as their primary residence as of February 20, 2021 may be eligible if they can establish their legal right to succeed to the Ownership rights of the deceased Applicant. Each case will be reviewed and approved by the City legal counsel in advance of making a final eligibility determination.

Heirs or beneficiaries who did not occupy the Damaged Property as their primary residence as of February 20, 2021, are NOT eligible for assistance.

5.1.2.2.2.2 Deceased Post-Grant Agreement

In the event of an Applicant's death after the execution of the grant agreement, the estate representative or heir(s) can qualify to receive grant funds to complete Rehabilitation of the damaged property. No additional occupancy test is required for the verified estate representative or heir(s). All disbursement and construction activities will be placed on hold until the Program verifies and/or completes the following:

- Receipt of the death certificate for the deceased Applicant establishing the death occurred post Grant Agreement execution,
- Receipt of the court order or other documentation recognizing the estate representative or heir(s) as such, and
- Amendment of the Program application to add the estate representative or heir(s) who will then be required to sign a document ratifying and confirming the Grant Agreement and assuming all of the obligations thereunder.

5.1.2.2.3 Trusts

Property held in trust for the benefit of natural persons can be eligible for assistance if:

- At least one of the occupants at the time of the disaster was a current beneficiary or trustee of the trust, or
- In case of a living trust, the trustor/grantor of the trust is the Applicant and occupied the Damaged Property as their primary residence at the time of the disaster.

The trustee's powers must include the ability to affect the damaged property. If the trustee's powers do not include the ability to affect the damaged property, the beneficiaries with an interest in the Damaged Property must sign the Grant Agreement documents along with the Trustee.

The following is required to confirm eligibility:

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

- The trust document or an abstract or extract of the trust must be recorded in the county in which the Damaged Property is located. This recording may be done post-disaster, if necessary.
- The applicable Grant Agreement must be executed by trustee(s) unless the trust distributes the property to a beneficiary, in which event the beneficiary receiving the property must execute the applicable grant agreement.

5.1.2.2.4 Properties with Occupant and Non-Occupant Owners

Some properties may have non-occupant owners in addition to qualifying owners who meet the primary residence and occupancy requirements. The Program will not require non-occupant owners to sign Program documents or provide income information. However, in some cases, builders may require all owners to execute contracts, or there may be other non-Programmatic local requirements that require all owners to sign off on documents. In such cases, if Applicants need help coordinating with all owners, Applicants may be referred to legal aid services.

5.1.2.2.5 Applicants Unable to Prove Ownership

If the Applicant is unable to provide sufficient proof of Ownership, the Program may carry out reasonable additional efforts to verify Ownership, including:

- Obtain an abbreviated title report to determine current Ownership in addition to Ownership as of a date prior to February 20, 2021; or
- Conduct any further reasonable investigation or require further information or documentation from the Applicant as may be necessary to determine Ownership.

5.1.2.3 Mortgages & Chattel Loans

To be eligible for Program assistance, the Applicant must do one of the following:

- a) Attest that they have not received a notice of default or foreclosure on the damaged property, and they are current with Mortgage and Chattel Loan (Mortgage) payments as demonstrated by:
 - A copy of the most recent Mortgage statement.
- b) Have a formal payment plan with their Mortgage holder to prevent the foreclosure of the property. In such cases, acceptable documentation of demonstrating they are in a formal payment plan with their Mortgage holder includes, but may not be limited to:
 - A copy of the most recent Mortgage statement.
 - A copy of the formal payment plan if applicable, or a recent letter from their Mortgage company indicating the status of the Mortgage delinquency or foreclosure, indicating they are working with the Applicant to resolve any delinquencies.
 - Submission of a Lender Consent to Applicant Home Rehab/Replacement Form to inform the Lender of the program application submission and clarify

any prior loan on the current dwelling shall transfer directly to the new structure.

- c) Otherwise, City Staff should refer the Applicant to Housing Counseling or Legal Services using the City's Resource Guide.

5.1.3 Occupancy as Primary Residence

Applicants must have occupied the property as their primary residence on the date of the disaster event February 20, 2021, to be eligible for assistance. A primary residence is one that meets the definition of a "main home" in IRS Publication 936. The publication states, "You can have only one main home at any one time. This is the home where you ordinarily live most of the time." Second homes, vacation homes, and seasonal rental properties are not primary residences and are not eligible under HARRP.

5.1.3.1 Methods to Verify Occupancy and Primary Residence

Methods to verify primary residence are described below. Other primary residence or documents may be considered by the Program on a case-by-case basis.

To prove Primary Residence, Applicants should provide one of the following:

- FEMA or SBA homeowner eligibility determination listing the damaged dwelling address valid at the time of the disaster event (the Program may verify this through the SBA data feeds).
- Driver's license or other government-issued identification card listing the damaged dwelling address, valid at the time of the disaster event.
- Homeowner Insurance Policy specifying primary residence.
- 2021 Tax Return (Form 1040) or Request Extension, listing the home address.

Or Applicants may provide two (2) of the following alternative documents:

- Utility bill or letter from electric, gas, water, trash, sewage, cable, or landline phone company. The letter must confirm that service was provided in the month preceding or month of February 2021 and must match a name and address on the Program application. Bills must reflect usage of services indicative of occupancy.
- Credit card bill or bank statement sent to Damaged Property in the month preceding or month of February 2021 and matching a name and address on the Program application.
- Voter registration roll from local elections department listing the damaged dwelling address, valid at the time of the disaster event.
- School registration listing a name and address on the Program application.
- Federal Benefits Documentation (e.g., WIC, Medicare, Unemployment, TANF)

5.1.3.2 Special Circumstances Related to Occupancy

The Program will apply the occupancy policies below to certain special circumstances. Additional special circumstances will be reviewed and may be approved on a case-by-case basis. In evaluating such exceptions, the Program will seek to serve Applicants who intend to return to the rehabilitated home and to preserve safe, stable housing for winter storm survivors. Regardless of meeting the below special circumstances, the Program will not assist properties that the Applicant intends to maintain as rental property only.

For any of the following circumstances, Applicants will need to provide evidence of the circumstance, that occurred at the time of the event. This evidence will be reviewed by the Program on a case-by-case basis.

- **Active-duty military personnel** who own a disaster-damaged home, but who are currently assigned to duty away from their home or were assigned to duty away from their home at the time of the disaster, are eligible to apply.
- **Applicants incapacitated due to illness or other medical needs** who own an eligible disaster-damaged home and who are currently incapacitated or were incapacitated at the time of the disaster are eligible to apply. If the Applicant is currently incapacitated, someone with a legal right to bind that person legally, such as is provided by a Power of Attorney, is eligible to apply for assistance on behalf of the Applicant.
- **Applicants who were incarcerated at the time of the disaster but are no longer incarcerated** who own an eligible disaster-damaged home are eligible to apply for the Program. If the Applicant is incarcerated at the time of application, the Applicant must give someone Power of Attorney on their behalf.
- **Nursing home or assisted living:** Applicants who were in a nursing home at the time of the disaster or who have moved to a nursing home since the disaster are eligible to apply only when the Applicant or at least one of the primary occupants from the time of the disaster will return to the rehabilitated home, excluding Tenants.
- **Heirship properties:** Applicants of heirship properties (see Section 4.1.2.5.3 Heirship) must be able to show they occupied the property as their primary residence on the date of the disaster.

Regardless of the special circumstances, all eligible Applicants must be able to comply with the terms of the Program Grant Agreement and Associated Documents.

5.1.4 Income Verification Standards

4.1.4.1 Income Eligibility

The repair and rehab program can only serve households with less than 80% AMI. The income calculation includes the annual adjusted gross income (AGI) of all adult household members, including earnings and in-kind sources like Social Security and pensions. The case manager will use the CPD Income Eligibility Calculator, available on the HUD exchange, to determine if the income of the applicant's household is eligible.

4.1.4.2 Verifying Income

The HARRP program will follow HUD's 1040 Method of income determination. The Program will collect and verify income documentation for household members over the age of 18 years old. Applicants must provide a signed copy of the most recently filed IRS tax return (Form 1040).

There may be situations where a household member may have had no obligation to file a return, have not yet filed it, or filed an extension. If any household member did not file a prior year income tax return, the household member is required to submit current documentation that reflects their current income. The following income documentation, where applicable, will be required for each household member only if a prior year income tax return is not available:

- Wages:
 - o Up to 4 paystubs from the most recent 30-day period prior to the date of application, depending upon pay schedule (weekly, bi-weekly, semi-monthly, or monthly)
- Retirement/Social Security:
 - o Current Social Security Benefits letter (including benefits paid to minors),
 - o Current Pension/Retirement Benefit letter (if applicable), or prior year 1099, and
 - o Current Annuity Payment letter (if applicable), or prior year 1099;
- Rental Income:
 - o Current lease agreement(s);
- Unemployment Benefits:
 - o Current benefit letter with gross benefit amount;
- Court Ordered Alimony/Spousal Maintenance:
 - o Copy of court order documentation;
- Taxable Interest and Dividends (including amounts received by, or on behalf of minors):
 - o Most recent statement or prior year 1099; and
- Documentation for other less common types of income which may be taxable at the federal level and will be assessed by the Program based on the type of income reported.

If an applicant submits any of the above as proof of income, the annual income will be calculated by taking the average of the gross income of the document(s) provided and multiplying that figure by the corresponding number of pay periods in one year.

The verification will remain valid for one year. Income must be recalculated and re-verified by the program if the grant agreement has not been executed within one year

of the date of the original income verification. Re-verification of income will not be required when a homeowner has executed his/her grant agreement within one year of the income certification date.

The CPD Income Calculation Form and more information regarding income limits can be found here: <https://www.hudexchange.info/incomecalculator/> .

5.1.4.1 Determining Household Size

HUD considers all persons who live in the same house to be Household members, for the purpose of Household income calculation. Household members may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share the same house.

Non-Household Members: The following persons will not count as Household members and should not be included when verifying annual Household income:

- Foster children
- Foster aides
- Live-in aides and children of live-in aides
- Unborn children (not considered in Household size for income eligibility calculation but considered for bedroom count). Note, changes to the Household composition should be reported to the Program.
- Children being pursued for legal custody or adoption who are not currently living in the household.

Partially Absent Household Members: The Applicant may count the following types of persons as Household members, at their discretion. Those persons included as Household members must submit income documentation:

- Children who live in the house at least 50 percent of the time and who are named in a shared-custody agreement.
- Permanently absent Household members who can be classified as Household dependents, such as children attending college or a Household member in a nursing home (if included, and person is 18 or over, income must be reported to the Program and will be included in the AMI calculation).

5.2 Property Eligibility Criteria

5.2.1 Overview

To be eligible for the Program, damaged properties must meet the following criteria. Additional information on how to meet these criteria is described further in this section.

- The Damaged Property must:
 - Have sustained verifiable damages as a result of the 2021 Winter Storm (FEMA DR-4586).

- Be located within the City of Fort Worth
- Be an eligible structure. If, during application and/or construction, it is discovered that some or all of the home will not be allowed to be rehabilitated as per local and state land use restrictions or the home and/or its components were not permitted appropriately prior to the disaster, some or all of the home may be determined to be ineligible.

5.2.2 Property Damage

Eligible properties must have sustained verifiable damages, as a direct result of the 2021 Winter Storm (FEMA DR-4586). Verification that the home was damaged can be completed through the methods described below.

5.2.2.1 Third-party Damage Verification

Applicants may be requested to provide evidence to support the verification of damages, if available. The Program will accept any of the following.

- Estimate of home repair for damages related to the disaster within thirty (30) days
- Record of contact with the City requesting repair assistance within ten (10) days of the disaster
- Proof of prior state or local inspections or citations that demonstrate damages during or directly after the disaster and that are likely related to the nature of the storm event. Disaster Assistance Identifying Sustained Damages
 - Federal (including FEMA or SBA award letters with description of qualifying costs), state, insurance, or other sources which may include verified home loss, insurance adjuster estimates, or property payout.
- Before and After Pictures of the Property
 - The photos must be date stamped to show conditions before the disaster and after disaster. After images must be taken on or after February 20, 2021.

At the time of the disaster there were COVID-19 restrictions in place that affected the ability of inspectors to perform on-site damage assessments. Therefore, remote inspections and award determinations from the sources above are acceptable for verifying the property was damaged during Program Intake.

Final property damage verification will occur during the Program inspection process of application intake. In such cases, Program inspectors conduct onsite damage assessments to verify property damages. For all properties, inspectors will document the damage to the property, document the work completed to date, and document what Rehabilitation work still needs to be done to meet Program standards and requirements.

4.2.3 Eligible Structure Types

Structure type may be verified by any of the Ownership documentation listed above and/or during the property damage assessment/inspection process.

Eligible structure types include:

- Single-unit stick-built and Modular Homes
- Mobile homes
- Single-unit Manufactured homes

Homes that were properly permitted and allowable per local/state codes on owned or leased land are eligible.

General Site Requirements

An eligible site must be able to provide typical waste, water, and utility services to the structure. Waste services may be either in the form of treatment through an external party, typically provided by the municipality, or on-site waste treatment such as a septic system or treatment plant. Water may be provided by an external party, typically a municipality, or through an on-site well. Utility services must also be available to the selected site.

Additional site requirements may be stipulated by the local regulating authority and the Applicant is required to adhere to all applicable codes, ordinances, and regulations. All completed homes must have water, waste, and electrical services and the site must be developed such that these components can be completed and permanently attached to the structure.

4.2.4 Ineligible Property Types

The following types of properties are ineligible for assistance under HARRP:

- Second homes.
- Vacation homes.
- Foreclosed homes.
- Rental properties.
- New owners of sold damaged homes or properties.
- Properties prevented from receiving construction permits.
- Recreational vehicles (RVs), travel or camper trailers, and boats.
- Other detached structures such as carriage houses, storage sheds, garages, etc.
- Unpermitted housing unit on leased land (e.g., shelters or dwellings not allowed by local codes or not built to code, etc.).
- Mixed use buildings, fences, outbuildings, other property improvements other than the primary residence
- Multifamily units

5.3 Award Calculation and Maximum Award Caps

5.3.1 Overview

The Maximum Award Caps are set on a fixed amount as required by the Federal Register Notice and guidance from HUD. Maximum award amounts are required to help provide reasonable cost (per 2 CFR 200.404) consistently across all levels of individual homeowner unmet needs and to provide a clear and consistent standard.

In addition to the Maximum Award Caps allowed for the Rehabilitation of a home, Applicants may be eligible for additional assistance for necessary and allowable site work.

5.3.2 Cost Reasonableness

The Program will review all projects for cost reasonableness. When projects exceed the Maximum Award Cap or are determined to be unreasonable from a cost perspective, the Program may, in some instances, identify a reduced repair scope option that still meets code compliance but may reduce some standards on a case-by-case basis in order to serve the household and not exceed a maximum award threshold. Program Staff will explain Applicants' path options and the limitations of awards at various points throughout the Application process, including during intake, award notification, and grant execution.

Eligible construction costs will primarily be determined by Program staff, using cost estimating software with a pre-established unit costs during the damage assessment which is finalized through contractor competitive bidding.

The total award will be adjusted to be the lesser of the amount of the project or the Maximum Award Cap (less DOB). The Contractor will not be awarded funds in excess of actual costs needed to complete the project.

5.3.2.1 Rehabilitation

Rehabilitation awards will not exceed the program award cap of \$150,000 in total grant assistance. Rehabilitation award amounts will vary based on the program Reasonable to Rehab methodology whereby, the Reasonable to Rehab considerations include determining whether the existing home is structurally sound and does not have physical conditions that may prevent rehabilitation at a cost less than \$150,000. If the total unmet needs are more than \$150,000, the program will meet with the Rehabilitation Techs to discuss a reduced scope of work. The Program will determine the minimum repairs that must be addressed to make the home meet **Housing Quality Standards** (HQS).

Replacement of appliances necessary for occupancy. Grantees are required to use funds to assist with the purchase of ENERGY STAR certified appliances where appliances are being replaced. Eligible appliances include:

- Washer and dryer

- Refrigerator
- Dishwasher
- Garbage Disposal
- Oven and stove

Eligible site work activities are outlined below. The award amount for such activities will be determined through the damage assessment and scope of work development process.

Eligible site work and ancillary costs up to the amounts determined by the Program's estimating software may include the following, subject to the conditions of the site and cost reasonableness:

- Accessibility deck, ramp or stairs required to access the home.
- Remediated environmental concerns
- Generator design and installation

Accessibility Standards

By adopting Americans with Disabilities Act (ADA) and accessibility standards the Program will help increase the availability of accessible housing to meet the current and future needs of older adults and people living with disabilities. This will increase opportunities for households to age in place and build in increased community resiliency for individuals with disabilities. As a standard practice, all units shall be designed, to the greatest extent practicable, with the following specifications:

- An open and accessible floor plan layout with wheelchair access throughout the home.
- Bathroom areas will be large and open, providing wheelchair radius access to toilet, bath/shower, sink, and linen hooks.
- All bathrooms will have toilet and bath/shower handrails (grab bars).
- Exterior doors will have a width of at least 36 inches and should be unobstructed.
- Interior passage doors will have a clear opening width of at least 32 inches.
- Vinyl flooring.

If indicated at application intake through a request of accommodations, or if later determined it is needed, additional modifications will be made to the unit, including:

- Countertop height adjustments.
- Kneehole access to counters.
- Additional handrails around the inside of the home.
- Upfront control electric range.
- ADA elongated raised commode.
- Adjusted sink height.
- Levered spigots.
- ADA roll-in shower with grab bar.

Additional accommodations for the visual and/or hearing impaired include the following:

- Wall contrasting electrical trim-out.
- 60-watt equivalent minimum LED or Compact Fluorescent lightbulbs.
- Interconnected smoke and carbon monoxide detectors with visual (strobe), speech, high decibel alarm.
- Single handled faucets.
- Additional lighting, as needed.

Assistance for accessibility improvements for Applicants with disabilities or Household members with disabilities may be requested by the Applicant, Household member with disabilities, or a Family member or legal representative of a Household member with disabilities. These components may be included with appropriate documentation.

If additional accommodations are required to make the home accessible for the Applicant or a member of the Applicant's Household, the Program may approve additional assistance beyond the Maximum Award Caps.

5.3.2.2 Mobile/Manufactured Housing Units (MHUs) Rehabilitation and Repair

Manufactured homes are built according to the HUD Code, a set of standards administered by the U.S. Department of Housing and Urban Development. Unlike conventional building codes, the HUD Code requires these homes to be constructed on a permanent chassis. Each transportable section of a manufactured home includes a red certification label verifying compliance with HUD Construction and Safety Standards. Built in manufacturing plants, manufactured homes are transported in one or more sections.

In contrast, modular homes are constructed to the same state, local, or regional building codes as site-built homes. Other types of system-built homes include panelized wall systems, log homes, structural insulated panels, and insulating concrete forms.

Eligibility for MHUs on owned or leased land requires compliance with State and local codes allowing MHU installation. Applicants must secure necessary permits and ensure the site and land can support the construction.

Rehabilitation

Mobile Homes and Manufactured Housing Units built after 1976 will be eligible for Rehabilitation up to the \$150,000 maximum award limit as long as the proposed scope of work is determined necessary and reasonable. Rehabilitated units will meet HQS.

Repair

Mobile Homes built before 1976 are limited to \$15,000 in repair costs.

The Program will provide repairs that ensure occupied units meet decent, safe, and sanitary (DSS) standards. Repairs are limited in scope and are done on an item-by-item basis. Under the HARRP program the following repairs will be considered (list not all inclusive):

- Roof Repair
- Flooring Repair
- Plumbing
- Electrical (to allow for stove/refrigerator hookup)
- Hot Water Heater
- Operable Windows

Note: A structure where any portion of the dwelling is composed of a MH/MHU, no matter how extensive the additions or modifications, will be considered a mobile home unit under HARRP.

6 Duplication of Benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended by 84 FR 28836 and 84 FR 28848 prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG-DR funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; NFIP, other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG-DR funds may be used to assist to the extent that disaster recovery need has not been met by other sources.

Applicants for assistance will be required to provide documentation on the extent of damage incurred resulting from Winter Storm Uri and disclose all sources of assistance received or to be received as part of the eligibility screening process. Applicants will be required to provide an Authorization to Release Information form for verifying other resources. The amount of CDBG-DR assistance received will be the amount that is necessary and reasonable to assist the applicant in achieving recovery.

When duplicative resources are identified, the DOB calculation should include the following (at a minimum):

6.1 Assess Applicant Need

The need for rehabilitation will be calculated based on the findings of the damage assessment conducted by the Program. The Program is not intended to reimburse repair costs expended prior to applying to the HARRP program. However, repair costs incurred prior to application will be considered when calculating DOB.

6.2 Identify Total DOB Assistance

To calculate DOB, the Program will identify “total assistance” from potential sources of disaster assistance. Total assistance includes all reasonably identifiable financial assistance available to an Applicant.

6.2.1 Common Sources of DOB

The most common sources of disaster recovery assistance are from homeowner's insurance, NFIP, FEMA, SBA, and other state or locally funded recovery programs. Assistance may also come from non-profit organizations, faith-based organizations, other disaster relief organizations, and other sources. The Program will, prior to the award of assistance, use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, state, and Federal sources of funding to prevent the duplication of benefits. Duplicative Assistance includes, but is not limited to, the following benefits:

- **Private Homeowner and/or Flood Insurance** proceeds received must be disclosed by the Owner(s) and verified by Program Staff by obtaining a final claims letter or contacting the insurance company. Any funds received that are classified as building loss or sewer backup will be classified as rehabilitation assistance and will be considered duplicative assistance.
- **Small Business Administration (SBA):** Assistance from SBA relevant to Construction/Fixtures: Approved and/or received SBA proceeds must be disclosed by the Applicant and verified by Program Staff. The Program will verify assistance amounts through data provided by SBA, and if unable to verify utilizing SBA data, the Program will use the award amount provided by the Applicant.
- **Federal Emergency Management Agency (FEMA)** proceeds received must be disclosed by the Owner(s) and must be verified by the Program. Any funds received for property repair will be classified as duplicative assistance. The City may receive duplication of benefits information directly from FEMA through a HUD-FEMA Data Sharing and Matching agreement. The Program will compare the amount disclosed by the Applicant/Owner(s) against the amount in the findings based on the computer matching process with FEMA. If there are any discrepancies between the two, the Program will notify the Applicant (through the award letter) of the portion of their award that was denied or reduced based on the data match. After receiving the award letter, Applicants may contest the amount of the DOB findings based on the computer matching, by providing

additional support documentation from FEMA and/or other documentation required by the Program to verify the accuracy of the FEMA DOB.

In addition to FEMA assistance for the current storm event, data will be collected on whether a property is required to maintain flood insurance and whether flood insurance was maintained during the current storm event. Any property found to be non-compliant with maintaining flood insurance during the current storm event will no longer be eligible for additional Federal home repair assistance.

- Other Federal, State, Governmental, nonprofit organizations, faith-based organizations, other disaster relief organizations, and other sources for the purpose of home repair. This program has assessed and determined that there were no State or City funding sources provided to homeowners to repair homes due to Winter Storm Uri.

6.2.2 Total Assistance

Total assistance includes the resources described above. At a minimum, the Program's efforts to identify total assistance will include a review of the most current FEMA, SBA, and State datasets to determine whether the Applicant received FEMA, SBA, or select State assistance. The Program will also attempt to work directly with insurance providers and other funders to verify benefits from insurance and any other major forms of assistance (e.g., other State disaster assistance Programs) generally available to Applicants. The Program will pursue methods to verify sources of assistance received by the Applicant, as applicable, prior to the award of CDBG-DR funds.

Total assistance does not include personal assets such as money in a checking or savings account (excluding insurance proceeds or disaster assistance deposited into the Applicant's account); retirement accounts; credit cards and lines of credit; in-kind donations (although these non-cash contributions known to the grantee reduce total need); and private loans. DOB for this program only includes sources for home repair and does not look at assistance given to homeowners for personal property.

Because the storm event occurred in 2021, the program benefits will be verified once at the time of application intake as none of the sources stated actively still providing assistance for the 2021 Ice Storm.

6.3 Exclude Non-Duplicative Amounts

Once the Program has determined the total need and the total assistance, the Program will determine which sources it must exclude as non-duplicative for the DOB calculation. the Program will exclude amounts that are:

- Provided for a different purpose; or
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost)

6.3.1 Funds for a Different Purpose

The Program will exclude any assistance from total assistance, provided for a different purpose than the CDBG-DR eligible activities, or a general, nonspecific purpose (e.g., "disaster relief/recovery") and not used for the same purpose when calculating the amount of the DOB.

6.3.2 Funds for the Same Purpose, Different Allowable Use

Assistance provided for the same purpose as the CDBG-DR HARRP program and that has not been expended for that purpose must be considered a DOB. Assistance received for the same purpose as the HARRP program and expended for the purpose intended or allowed, must be excluded as a DOB when calculating the amount Program award.

6.4 Work In Place Report: Pre-Application Rehabilitation

Work In Place (WIP) Reports include those pre-application Rehabilitation activities made to the damaged residence prior to participation in the Program. The Applicant must provide a signed self-certified statement that documents all labor and/or repairs made to the Damaged Property following the disaster event. In conjunction with this statement, a Program inspector must determine with reasonable assurance that the WIP was complete after the date of the event, and the details must be documented via photograph through non-invasive means. The inspector will not dismantle any components to verify an underlying component but will instead use reasonable judgment to determine the accuracy and extent of the Applicant's assertion. For example, an Applicant may state that the electrical system has been replaced in its entirety, however the drywall has already been installed, preventing the assessor from acquiring appropriate photo-documentation of the wiring. In this instance, the damage assessor can reasonably assume that the work was performed by evaluating the visible components in conjunction with any permits issued or inspections performed by the regulating body.

At the time of the damage assessment, the damage assessor will:

- Review the Applicant statement regarding WIP.
- Verify that the stated work was made and to what extent.
- Create a WIP report within the estimating platform.

The work must be eligible Program items or items required by the local regulating body. As an example, if the structure originally had a jetted or Jacuzzi style bathtub, the Program would only give credit for a typical non-jetted tub as per the estimating software's price list. The item cost will be identified within the estimating platform using the appropriate tax rates and estimating price list for the region. If there is a discrepancy between provided invoices and receipts and the Program estimated amount, the lesser of the two will be applied. Only material costs will be included within the WIP if the applicant is unable to produce invoices and/or receipts showing evidence that work was performed by a contractor or eligible third party. This evidence may include invoices, contracts, and contractor created scopes of work, as well as associated proofs of payment.

6.5 Identify DOB Amount and Calculate CDBG-DR Award

The total DOB will be calculated by subtracting non-duplicative exclusions from total assistance received prior to application. Therefore, to calculate the total maximum amount of the CDBG-DR award, the Program will follow these steps:

1. Identify total need.
2. Identify total assistance received prior to application.
3. Subtract exclusions from total assistance to determine the amount of the DOB.
4. Subtract the amount of the DOB from the amount of the total need to determine the maximum amount of the CDBG-DR award.
5. Adjust award, if needed to comply with Program caps.

6.6 Agreement to Pay DOB

As required by the Stafford Act, the Program will ensure that Applicants agree to repay all duplicative CDBG-DR assistance to HUD or the applicable agency providing Federal assistance through the Program.

All assisted households will be required to sign a Subrogation Agreement requiring them to repay any assistance later received for the same purpose as the CDBG-DR funds. The Subrogation Agreement will include the following subrogation clause: "Warning: Any person who knowingly makes false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2,287,1001 and 31 U.S.C. 3720."

7 Construction

Program construction options consist of the paths outlined in Section 4.3.2 Cost Reasonableness which apply to the rehabilitated or repaired home.

7.1 Pre-Construction Conference

Prior to the issuance of the Notice to Proceed, the Program will facilitate a Pre-Construction Conference between the Participant and the contractor to review all pertinent aspects of the construction process. The Participant and contractor will review the following Program items and affirm their understanding:

- Scope of work items.
- Any moving and storage requirements
- Review and coordination of any remediation for lead, asbestos or other environmental concerns.
- An initial construction schedule, scope and tentative number of Program inspections and/or site visits.
- Payment and draw process.

- Change Order process.
- Construction Substantial Completion walkthrough, approval, and reentry.
- Section 3 requirements (if applicable).

Scope items that the contractor asserts are missing may be discussed at this time.

7.2 Contractor Requirements & Selection

The City will be responsible for selecting a licensed contractor for rehabilitation projects. Contractors participating in this Program must, at a minimum, meet the requirements set forth by the City's standards. Specific requirements may exist for specialty work such as lead, asbestos, or mold abatement and/or remediation.

7.2.1 Licenses and Certifications

The Program will require documentation affirming that the contractor holds and/or has achieved all necessary insurances, licenses, and certifications. These can include but are not limited to the following:

7.2.1.1 Licenses/Certifications

- The insurers for all policies must be licensed and/or approved to do business in the State of Texas.
- EPA RRP (Renovation, Repair, and Painting Rule, the HUD Lead Safe Housing Rule) Certification
- Asbestos, mold, and radon remediation contractor licensing may be sought by the Program when and if needed

7.2.1.2 Insurance

- Commercial General Liability ("GCL") Insurance
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate Limit

The CGL policy shall be the primary insurance with respect to any other insurance afforded the City. It shall have no exclusions or endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury or advertising injury which are normally contained within the policy unless City approves such exclusions in writing.
- Automobile Liability
 - \$1,000,000 each accident on a combined single-limit basis, or
 - \$100,000 Property Damage and
 - \$250,000 Bodily injury per person and
 - \$500,000 Bodily injury per person per occurrence.
- Pollution Insurance
 - \$1,000,000 Pollution Insurance

Coverage shall be a commercial business policy which provides coverage on "Any Auto", defined as any vehicle owned, hired or non-owned.

Specifically, this means coverage on any vehicle used Contractor Personnel in the course of the providing services under the Contract.

- Workers' Compensation Insurance
 - Statutory Limits
 - Employer's Liability
 - \$100,000 Each accident/occurrence
 - \$100,000 Disease – each employee
 - \$500,000 Disease – policy limit

7.2.2 Exclusions and Debarment

A contractor may not participate if they have been explicitly excluded from receiving Federal funds. An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. Exclusions are also referred to as suspensions and debarments. The Program shall not make any contract with parties listed on the government wide System for Award Management, www.sam.gov ("SAM"). The Program must confirm by search of SAM that all contractors paid with CDBG-DR funds are not listed by SAM as being debarred, both prior to hiring and prior to submitting a Reimbursement Request which includes invoices from any such contractor. Should a contractor be ineligible to participate, the City will provide an alternative contractor.

Contractors will also be required to self-certify whether there are any open claims or lawsuits that may interfere with their ability to provide services or that may create financial hardships. Any active or open claims will be reviewed on a case-by-case basis to determine whether a contractor must resolve the claim before participating in the Program and whether any such claim is a risk prior to participation.

7.2.3 Tax Status

The Program will collect documentation to confirm that all prequalified General Contractors are up to date, or in a payment plan, with Federal, State, or Local taxes.

7.2.4 Construction Agreements

The participant will enter into an agreement with the City which will detail the contractual relationship between the City and the contractor, identifying the quality and type of work as well as detailing the payment process. The construction agreement is provided by the City and may not be amended to change the terms of performance or to expand the construction scope beyond that which has been authorized by the Program. Any changes to the scope of work or construction timeframes must be approved by the Program through the Change Order process. Additionally, the contract includes a clause that states no external agreements between the Participant and the Contractor will be permitted during the Program construction period and a minimum of 6 months after the Work is complete or the Participant and/or Contractor will be subject to administrative withdrawal. See section 3.7.3 Administrative Withdrawal from Program for additional information.

The City will enter into an agreement with the City-qualified General Contractor to coordinate start of construction. The City will execute a vendor services agreement with the General Contractor based on the bidding process. The City will directly manage and monitor construction and case managers will serve as the main point of contact with the homeowner for site prep, temporary housing, if needed, and any necessary steps to facilitate or support ongoing construction activity through completion.

7.3 Construction Quality & Considerations

All rehabilitation projects must meet HUD Housing Quality Standards in addition to local City code requirements. If substantially rehabilitating the home, the Program will review submitted plans and documents to verify that the project being submitted adheres to the program green building and energy efficiency standards.

HARRP will adopt the ICC-700 National Green Building Standard Green + Resilience and 2021 IECC (International Energy Conservation Code) for all substantial rehabilitation. For non-substantial rehabilitation, HARRP will follow the **HUD CPD Green Building Retrofit Checklist**.

7.3.1 Lead-based Paint and Asbestos

The contractor is prohibited from disturbing any previously unidentified hazardous materials discovered during the course of construction and/or demolition. Hazardous material treatment and removal must follow all applicable State and Federal regulatory requirements. The Participant must make the Program aware of any hazardous materials that may have been present prior to Project inception.

6.3.1.1 Lead-based Paint

All projects must comply with the lead-based paint requirements of 24 CFR Part 35, Subparts A, B, J, K, and R.

Clearance: As all Rehabilitation activities performed through the Program are funded with federal assistance, clearance examination is required for all structures that have not been determined to be free of lead-based paint (24 CFR § 35.1340). At the conclusion of all lead-based paint hazard abatement, the City and/or licensed Contractor must engage a firm to provide a clearance examination. A copy of the lead hazard reduction or abatement report and a clearance letter or abatement report must be provided to the Program.

No additional work should occur within, and no entry should be made into, the area for which clearance is requested until the clearance inspection occurs, and clearance is achieved. Should the clearance inspection show that the hazards have not been sufficiently removed, or that the Participant and/or contractor caused the clearance examination to fail, the Program may not fund subsequent clearance examinations.

The City/contractor must coordinate with the clearance inspector to ensure that the clearance examination is performed in a timely fashion as close to the completion of the activities as reasonably possible.

6.3.1.2 Asbestos

State and Federal asbestos regulations do not apply to single family residences, unless the house was ever accessible to the public (e.g. hair salon), or if two or more residential structures are being renovated or demolished under the control of the same owner or operator.

7.3.2 Section 3

The Section 3 Program requires recipients of HUD assistance to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The City award cap for any one project is up to \$150,000 in aggregate Federal program assistance and therefore will not exceed the \$200,000 threshold that triggers the Section 3 requirements (24 CFR Part 75). The City may still support and encourage Section 3 laborers and/or businesses through its procurement of General Contractors.

Case by case reviews will identify opportunities for Section 3 compliance reporting and any other best efforts to comply with Section 3 General Contractor Qualification

7.3.3 General Contractor Award

The Program will develop an RFP for the City to directly qualify and engage General Contractors to provide construction repair and rehabilitation services for HARRP qualified and approved applicants. HARRP will follow the procurement requirements as required by 2 CFR 200.318-327.

7.3.4 Homeowner Funding Agreement

An agreement will be executed between the homeowner and assigned General Contractor that establishes at a minimum:

- HARRP approved scope of work and timeline
- Pre-construction meeting outcomes such as selection of product finishes, terms and conditions for moving of contents during site work, securing of pets, and daily access and schedule to perform construction services
- Waivers and insurance requirements for homeowners and GCs
- Points of contact and protocols for emergencies or dispute resolutions
- Safety requirements
- Guarantees and warranties for work performed

7.3.5 Construction Process

The City will directly engage with General Contractors to batch and award homeowner projects to prequalified and procured General Contractors. This policy outlines the phases of construction management from award selection to start of construction and closeout construction.

The City directly staffs construction management and oversight through direct staff engagement and/or their staff augmentation scope and services.

7.3.6 General Contractor Prep

Once a general contractor is awarded a site-specific project, they will need time to prepare and apply for permit approvals, insurance, and other terms of their award contract, specific to the site address.

The program housing inspector will review all necessary submissions to verify that they follow City requirements and contract requirements upon which the Notice to Proceed (NTP) will be issued for additional documentation or reassignment to a General Contractor that can comply in a timely manner.

The general contractor will either video record or take photos of the interior and exterior site conditions immediately prior to start of work as a benchmark and evidence of existing conditions so that claims for damages or theft are avoided.

7.3.6.1.1 Permits & Zoning

General contractors will follow the appropriate City guidelines and contract terms for attaining permit approvals and zoning approvals necessary at the local level to begin work. Zoning approval will most often only apply when conducting a repair or the substantial rehab scope requires a modification to the footprint or height of the existing property. Any required permitting and/or zoning approvals will be required for the issuance of an NTP.

7.3.6.1.2 Insurance

Both homeowners and General Contractors must retain minimum insurance policies to protect both parties from liability claims and/or damages and losses to the work approved by the Program. Insurance certifications must be reviewed and approved by the Program housing inspector to verify that minimum standards for insurance are in place prior to any physical work onsite. This is important because it helps protect and prevent any delays or conflicts that may otherwise stall or hinder construction completion. The General Contractor must provide the housing inspector team with the certificates of insurance holding the City harmless and listing the minimum insurance thresholds in the contract for the site-specific address. Any required insurance certifications will be required for issuance of an NTP.

7.3.6.2 Homeowner Site Prep

Homeowners will be informed by the Program housing inspector, along with their case managers, when and if the Program may need to provide alternate temporary storage

options. The Program will provide and coordinate storage as an activity delivery expense when determined necessary and reasonable. In situations where general contractors can work on repair items by having the homeowners simply move and cover personal contents and furniture, they will do so as the first option to avoid unnecessary moving expenses. All delicate and personal belongings may need to be boxed or moved to other spaces within the home to avoid damage and/or insurance claims.

7.3.6.2.1 Moving & Storage

The Program may require the removal of personal property from a specific area in the home in order for a Contractor to complete their work. If so, Program staff will urge homeowners to declutter their belongings and identify family and friends, if necessary, to come and assist them with moving items into another portion of the home. If homeowners are unable to perform the tasks due to a disability or lack of assistance, the Program will request the assistance of the general contractor working on their home, or of a local moving company as part of the rehabilitation cost. Additionally, if a storage pod is needed, the Program will arrange for its provision and cover the associated costs.

7.3.6.2.2 Insurance

The HARRP program does not intend to provide rehabilitation to homes in a flood plain. However, if a property were to be assisted in a flood plain, the HARRP program will require the homeowner to obtain and maintain flood insurance.

7.3.7 Notice to Proceed (NTP)

The primary purpose of a notice to proceed (NTP) is to control the timing of construction activities and avoid initiation of construction without authorization by the Program. Upon notification by the Program that the Participant is eligible, the grant agreement has been executed, and the Pre-Construction Conference has occurred, the City Representative will issue an NTP to the licensed Contractor.

At a *minimum*, the NTP will include:

- Date of issuance (*also known as project start date*)
- Date to initiate construction
- Date to complete construction
- Contact Information for the City Representative
- Contact Information for the Housing Inspector

In addition, the approved estimated cost to repair (ECR) scope of work (memorialized as an attachment to the grant agreement) will also be attached to the NTP. Changes to the construction start and end dates requested by the General Contractor will be memorialized in a Change Order and must be accompanied by an acceptable work-plan approved by the Program. The Participant is also strongly encouraged to refer to Section 3.5.2 Applicant Compliance with Program Standards for additional guidance on the Stop Work Order.

7.3.8 Project Completion Targets and Deadlines

Memorialized on the Notice to Proceed will be the target completion date of the project. The project start date is the date of issuance on the Notice to Proceed and the date of completion is the date that the Participant and contractor execute the Final Acceptance. The Program will assist in identifying a satisfactory timeline. Contractors are encouraged to begin the construction process, if applicable, upon receiving the Notice to Proceed and will be required to present to the Program any permit application documentation, architectural drawings, site plans, and other documentation which support construction and pre-construction progress being made. The Program requires that the contractor request, and has performed, a minimum of one (1) successful draw inspection within 30 days of receiving the Notice to Proceed.

Projects will seek to keep the total number of stipulated calendar days below 90 days. A project may warrant additional scope review if it exceeds 90 days.

The contractor must make every effort to keep the Program apprised of any issues which may cause project delay or lead to the project needing the completion date extended.

The Program may, at its discretion, grant a project extension provided the General Contractor has demonstrated that completion is achievable.

The Program will rely on the General Contractor Agreement terms & conditions, should a General Contractor fail to perform or complete its services on an assigned project. The terms and conditions surrounding the need for reassignment of a General Contractor on a project may be varied and will be documented through detailed case notes on a case-by-case basis. Warranty coverage for all scopes or work completed by either Contractor will be addressed, at a minimum.

7.3.9 Permits and Inspections for Certificate of Occupancy

The Program will work with the General Contractor to ensure that all progress inspections related to building permits, and work permits are documented and received. The Program will not issue payments or perform draw inspections for projects that do not have the appropriate permits and/or inspection approvals in place. Specialty permits may be issued in instances of environmental concerns such as Lead-Based Paint, Asbestos-Containing Materials, Mold, etc. All applicable permits must be provided to the Program for inclusion in the Participant's file.

7.3.10 Project Delays

A project delay is any situation that may cause the project to miss the anticipated completion date. These delays may be caused by permitting department reviews, inclement weather, material and/or manufacturing delays, delivery delays, or any other event that may hinder work progress. In the event that a delay occurs, the General Contractor must notify the Program of the nature and duration of the delay and attempt to remedy any causes of delay as quickly as possible. Material substitution, if comparable in nature and cost to the originally prescribed material, is allowable. If an

alternative and acceptable material or method is readily available, the Contractor is encouraged to pursue this so as not to cause further delay.

7.3.11 Construction Monitoring & Inspections

The Program will monitor the project during construction to ensure that the project adheres to any necessary requirements. Monitoring and document collection will take place to:

- Monitor timeliness of project progression,
- Verify scope completion,
- Verify the presence of required documentation such as permits and municipal inspections,
- Monitor adherence to Green Building Requirements, energy efficiency, and/or resiliency requirements,
- Monitor any necessary remediations (lead, asbestos, as applicable)
- Monitor adherence with Program labor standards and equal opportunity requirements,
- Monitor change orders and construction contracts, and
- Monitor work quality and compliance with agreed-upon scope, Program specifications, and construction drawings, as applicable.

The Program will perform inspections at designated times and may also perform ad-hoc inspections as the need arises. Construction monitoring and related inspections are performed to ensure eligible activities are being performed, timelines are being adhered to, and Program guidelines are being followed.

The Program may perform inspections and monitoring remotely by reviewing submitted photos, reports, certifications, etc. that support the work as having been completed to standard.

7.3.11.1 Inspection Types

The following inspection types may occur at both designated and undesignated times throughout the duration of the project. The need and frequency for all inspections will be designated on the preliminary construction schedule, included with the NTP. The types of inspections that the Participant can expect are detailed in the following sections. Circumstances may allow for particular inspections to be performed remotely or as a desk review.

7.3.11.1.1 Quality and Compliance (QC) Inspections

Quality and Compliance inspections are performed to ensure the construction activity is being conducted in compliance with approved plans and specifications, manufacturer's instructions, and that best practices are being followed. The following types of QC inspections may be performed

7.3.11.2 Progress Inspections

Progress Inspections can occur at any point during the project for any number of reasons. While the Program will not actively engage in project management on behalf of any party, the Program may need to document any issues that arise that may jeopardize the completion of the project. The Program reserves the right to access the project location to collect any required information.

7.3.11.3 Draw inspections

Draw inspections will occur on a monthly basis, generally after a complete draw request is submitted. This inspection will take place after the Program receives notification from the contractor that the project has reached the next designated milestone. The Program Inspector will document the status of the project and note the condition of the project related to the specific milestone. Typical milestones are noted below.

7.3.11.3.1.1 Final Inspections

A Final Inspection occurs at the completion of the construction project and indicates that no additional work is necessary. The contractor must provide to the Program any evidence required which supports the project having been completed. These documents may include, but are not limited to, the following:

- Closed or completed permit
- Certificate of Occupancy or Certificate of Completion

7.3.12 Change Orders

Change orders are issued when the initial agreed-upon pricing or scope of work to be completed requires modification, addition, or deletion of scope items in addition to those scope items identified during the initial damage assessment. First, the General Contractor must complete a *Change Order Request Form*. This form and supporting documentation must be delivered to the Program for review. Items identified in the change order, if eligible and approved, will be funded in the amount specified in the Program's established unit price schedule.

Supporting documentation includes:

- Detailed contractor/Participant narrative of the request,
- Photographic support showing the condition to be remedied,
 - If the component or work being requested will not be visible once installed, the contractor may be required to provide evidence of such. For example, if the change order is to replace a shower valve that will ultimately be hidden from view behind the wall, the contractor may need to provide photographs of the completed work to the Program.
- Detailed explanation and measurements of the action to be taken,
- Supporting documentation
 - Municipal inspection report detailing the need for the additional component or work.

- Letter or report from the local authority (HOA, Municipality, etc.) which supports and details the requirement.
- Cost established for approval either by the accepted unit price schedule or supporting GC market data and information.

The Program will evaluate the change order based on three criteria:

1. Eligible activity: the program will first evaluate whether the requested change order is a CDBG-DR and program allowed scope of work item. If the proposed change order relates to a nonallowable program scope item then no further change order review or approval is necessary and the change order will be denied.
2. Necessary activity: the program will evaluate whether the change order is necessary to complete the original scope or address permit and code requirements. New cosmetic or other unnecessary scope activities may be modified or denied.
3. Cost reasonable activity: the program construction contracts will require that contractors provide change orders using the established unit pricing of the program. In situations where unit pricing does not exist, the program will consider cost reasonableness through receipts and other pricing data in the market at the time.

Once a change order request is reviewed and approved based on the above three criteria, then the scope of work in the amount equal to that of the estimating platform will be included as part of the final repair scope and award. The amount that the Program will fund, regardless of the increased level of finish or labor complexity, will only be the Program-eligible amount for the corresponding element. For example:

The contractor has identified cabinetry that is eligible for scope inclusion and has provided an itemized cost for material and installation in the amount of five hundred dollars and the review shows this submission to be eligible. The Program determines that the corresponding amount is four hundred dollars when adding the elements to the estimating platform. The ultimate change order approval will be for four hundred dollars and the scope will be added to the ECR.

Completed work performed as part of an approved change order must be photographed and provided to the Program for inclusion into the project record and for funds to be released.

The Program will monitor the frequency and type of change order requests on a monthly or quarterly basis to identify opportunities for GC capacity building, clarification, or program inspection procedures and/or scope enhancements to reduce and avoid administrative burden and program design scope efficiencies.

7.3.13 Requirement for Participant to Contribute DOB

Participants who are required to contribute funds to the project due to identified Duplication of Benefits (DOB) will make these funds available to the Program through a secure escrow or passthrough account prior to the release of any Program funds. Deposit of funds will be required as a condition of GC and homeowner agreements and must utilize these funds for the initial draws until all funds are expended.

7.3.14 Draw Requests and Payments

Program funds will be disbursed on a standard draw schedule established by the Program, with the final payment occurring after completion and issuance of a certificate of completion. Construction progress will be monitored throughout each project, and payment of each progress draw is contingent upon successful inspection by the Program.

Each Rehabilitation project will be subject to a construction contract which will include performance measures and define the terms of the payment schedule. Each request for payment is comprised of the following:

- A Draw Inspection Report from the inspectors certifies that all necessary inspections have been made and that work has been satisfactorily performed in accordance with state and local building codes.
- The signature of the inspector evidencing his or her approval of the work for which payment is requested.
- Signature of Participant indicating their satisfaction with work to date.
- Lien waivers from all identified subcontractors and the General Contractor (as applicable)
- Section 3 worksheet with qualifying labor hours supported (as applicable)

6.3.14 Final Payment

Upon completion of all construction-related activities, submission of necessary documentation and certifications, and a certificate of Substantial Completion, the Contractor may request the final payment. The final payment will be released upon verification and inclusion of all required documents in the project file.

7.3.15 Warranty

The Program provides warranty services through the homeowner agreement and the GC agreement whereby the liability for warranty response and service calls are the responsibility of the GC and their subcontractors. The Program will provide warranty oversight and coordination with the appropriate contractor if the homeowner notifies the Program that they are following the warranty procedures outlined in their agreement. The Program requires that warranties be provided by the contractor for a period of 1-year for all scope of work (SOW) included in the Estimated Cost of Repairs.

7.3.16 Grievances

The Participant may submit a grievance or complaint as it relates to the grant award eligibility process. As the Participant selects and engages with their contractor, the Program will make best efforts to assist in the resolution of conflicts between the two parties, however the ultimate resolution will lie with the Program and the Program-awarded contractor within what is reasonably warrantable.

7.3.17 Post-Award Compliance

Post-award compliance ensures that a Participant or recipient of assistance is complying with the terms and conditions of the award. This may include reviewing documentation, monitoring progress, and verifying that the funds are being used in accordance with the agreement.

Post-award compliance is performed to ensure that the funds are being used for their intended purpose and that the recipient is meeting all the requirements of the award. If any issues or non-compliance are identified during the post-award compliance process, the Participant may be required to take corrective action or may be subject to penalties.

8 Uniform Relocation Act (URA)

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a government-wide statute that governs relocation rights of persons or businesses involuntarily displaced due to a Federally funded real property transaction and specifies relocation benefits and requirements. As the federal agency charged with community development, affordable housing and disaster recovery, the assistance provided by the U. S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program must adhere to the requirements of the URA when occupants are involuntarily displaced due to a funded activity. The activities most likely to trigger URA requirements are those that involve the purchase of land or buildings with Tenants, the Demolition of real property with Tenants, and the Rehabilitation of real property with Tenants.

HARRP is focused on owner-occupied, single-family homes. If construction activities will require the owner-occupants to temporarily leave their home, the Program will follow the Optional Relocation Assistance (ORA) policies included in the URA and Relocation Plan.

9 Appeals, Complaints and Grievances

9.1 Program Appeals and Complaints

9.1.1 Submitting Complaints

If the applicant agrees with the program's eligibility or award determinations but has concerns or complaints regarding the HARRP program or its contractors or staff, they can follow the Complaint process below.

During Program administration and decisions, it is possible that applicants may wish to present a concern, suggestion or request related to the Program and/or one or more of its procedures. In those circumstances, the City provides a process for applicants to submit their issues for consideration. The aim of City will be to always attempt to resolve such issues in a manner that is both sensitive to the applicant's needs and achieves a result fully compatible with all applicable laws, regulations, and local codes and ordinances.

The goal of City of Fort Worth is to provide:

An opportunity for applicants to receive a response to and/or resolve their issues in a timely manner, within fifteen (15) business days of receipt of complaint, if feasible, and

The Program will keep a Complaint Log that will include the following information:

- Date Complaint received
- Name and contact information of complainant
- Summary of complaint
- Date complainant was sent response
- Summary of response
- Any follow-on actions that may be required

Applicants may submit Complaints via email DisasterRecovery@FortWorthTexas.gov or via certified mail to:

City of Fort Worth Neighborhood Services Dept – DR Complaint
100 Fort Worth Trail
Fort Worth, TX 76102

9.1.2 Submitting Appeals

Participants of the Program have the right to Appeal any determinations or denials based on Program policy. However, an Applicant may not file appeals that challenge federal statutory requirements, as NSD does not have authority to change these requirements.

All appeals must be submitted in writing to the Program within thirty (30) calendar days of notification of the Program's decision (defined as either the date of notification by electronic means or the certified mail delivery date).

The City intends to provide low-income residents with adequate resources to complete the long-term rehabilitation of their homes that were damaged by Winter Storm Uri. The HARRP program will determine an applicant's eligibility, DOB, scope of rehabilitation, and grant award. Once these determinations are made and communicated to the applicant, they will have an opportunity to appeal if they believe these determinations were made in error.

The City staff assigned to appeals can consist of the following:

- Neighborhood Services Manager
- CDBG-DR Program Manager
- Contract Compliance Specialist
- Neighborhood Services Specialist
- Neighborhood Services Coordinator
- Administrative Assistant

Applicants shall convey their concerns, suggestions, and requests using a written or electronic document, which is emailed or postal mailed to the DR Program. Complaints/Concerns/Suggestions/Requests may be submitted to Disaster Recovery@FortWorthTexas.gov or to 100 Fort Worth Trail, Fort Worth, TX 76102.

The assigned City staff will review all concerns, suggestions, requests, and appeals and will attempt to resolve the issue and/or provide applicants with a response within fifteen (15) business days, if feasible;

When considering the applicant's concerns, suggestions and requests, assigned City staff will utilize the following process:

- Review information provided by each applicant so that they fully understand all aspects of the applicant's issue and viewpoints;
- Review all policies, if any, relevant to the applicant's issue and viewpoints;
- Weigh each applicant's issue, viewpoints, policy implications, and Legal Counsel's analysis, if any, and make a recommended decision;

The assigned City staff or designee will document each recommended decision and rationale in a Decision Memorandum. Once the recommended decision has been approved, the assigned City staff or designee will communicate via mail or e-mail the decision in a response to each applicant and fully explain the appeal process.

The appeal decision as outlined in the Decision Memorandum will be considered final.

10 Project Closeout

10.1 Construction Closeout

Once construction is complete, the Participant/General Contractor will request a final site visit to validate that all work outlined in the ECR has been satisfactorily completed according to the appropriate state and local codes and the home meets HQS. The final site visit confirms that all work has been completed and accepted by the local building inspector along with any required Certificate of Occupancy. The Participant, the General Contractor, and the Program progress inspector will complete and sign a final Substantial Completion inspection form and place it in the project file.

In addition to the final site visit to verify completion of the Participant's scope of work as outlined in the approved ECR, the following documents will be included within the project file:

- All required permits and building inspection reports
- Final Program inspection (Final payment inspection and mechanics lien waivers, progress inspection reports, Substantial Completion, and proof of owner reentry)
- Release of claims or liens from subcontractors and/suppliers
- Certificate of occupancy or equivalent
- Completed Green Building checklist
- Lead-based paint clearance report, if applicable
- Asbestos disposal manifest, if applicable
- Homeowner warranties

10.2 Project Closeout

In addition to the Construction Closeout packet submitted by the General Contractor, the City case managers will work with Participants to collect all closeout documentation for their file in accordance with the *Participant Closeout Checklist*. At a minimum, Participant closeout documentation must include the following:

- Documentation of Ownership and occupancy at the time of closeout.
- Updated duplication-of-benefits certification.
- Amended Homeowner Grant Agreement covering all benefits through Project completion.

Participant files will be closed out in the Program once all documentation is received and approved by the Program. A final closeout file review will be required to ensure that all documentation required in each step of the process is complete and compliant. This review checklist will be included in the Quality Control (QC) Plan for Program.

11 Records Management

The City of Fort Worth Neighborhood Services Department (NSD) will abide by the following requirements and retain records for a period of five (5) years from the date of execution of the closeout agreement for the CDBG-DR grant.

Records for individual activities subject to the reversion of assets provisions at §570.503(b)(7) or the change of use provisions at §570.505 must be maintained for three (3) years after those provisions no longer apply to the activity;

Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained for three (3) years after the receivables or liabilities have been satisfied.

For sub-recipients:

The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration or termination of the sub-recipient agreement under

§570.503, or three (3) years after the submission of the annual performance and evaluation report, as prescribed in §91.520 of this title, in which the specific activity is reported on for the final time;

Records for individual activities subject to the reversion of assets provisions at §570.503(b)(7) or change of use provisions at §570.505 must be maintained for as long as those provisions continue to apply to the activity; and
Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

11.1 Privacy Requirements

The Privacy Act requires that City establish data privacy and security requirements for certain information regarding applicants that:

- (i) include appropriate measures to ensure that the privacy of the individuals and households is protected;
- (ii) provide that the information, including any Personally Identifiable Information (PII), is collected and used only for the purposes of administering disaster recovery assistance and submitting reports to Treasury; and
- (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

The application data contains PII and must be kept secure per federal requirements and in accordance with the "*City of Fort Worth Policy to Safeguard Personally Identifiable Information*".

City of Fort Worth Homeowners Assistance Repair and Rehabilitation Program (HARRP) personnel, including contractors, subcontractors, and partnering agency personnel, will not disclose applicant data outside of the program processes and procedures.

All applicant information and documentation will be obtained, managed, and maintained through the Neighborly program software system, which is stored in Neighborly Software to maintain the security of the applicants' data. Neighborly Software is an electronic software company that is currently being utilized to support the City of Fort Worth HARRP Program. Neighborly is compliant and data information should be kept safe. Should a breach or potential breach occur, the City of Fort Worth HARRP Program personnel shall notify the client in writing of the potential breach. The letter should state the following information:

- Date the letter is mailed out;
- Client name and address; and
- Purpose of the letter

Reports exported from the Neighborly program software system will contain aggregate data, and all PII information will be removed for the payment recommendation and payment approval process.

12 Definitions

Area Median Income (AMI): The median (middle point) Household income for an area adjusted for Household size, as published annually by HUD.

Appeal: A written request from a Participant for a review and change to an unfavorable determination made by HARRP.

Applicant: An individual or household who submits an intent to apply for HARRP assistance.

Award Notice: The written notice provided to a Participant(s) to inform them regarding their zero or positive grant award calculation.

Base Flood Elevation (BFE): The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year.

Case Management: Case Management is a function of HARRP staff, who provide collaborative, coordinated and supportive guidance to Applicants as they navigate the Program requirements.

Community Development Block Grant-Disaster Recovery (CDBG-DR): Funding for housing recovery appropriated by the U.S. Congress and awarded to the State by HUD. The source of funding for the City of Fort Worth housing recovery programs, including HARRP.

Damage Assessment (DA): The process utilized to verify that damage at a property can reasonably be attributed to the 2021 Winter Storm (FEMA DR-4586).

Damaged Property: The housing unit that was directly damaged by 2021 Winter Storm (FEMA DR-4586) for which the Participant has applied for assistance.

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

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

Duplication of Benefits (DOB): The provision under the *Robert T. Stafford Disaster Assistance and Emergency Relief Act* (Stafford Act) that prohibits any person, business concern, or other entity from receiving financial assistance from federal disaster funds with respect to any part of a loss resulting from a major disaster as to which that person or entity has already received financial assistance under any other Program, insurance, or another source.

Elderly: A person at least 62 years of age [24 CFR § 5.100].

Electronic Execution: The process by which all required signatories of grant agreements and associated documents execute any and all documents via electronic means. Electronic means may include the transmittal of document signatures by scanning original signed documents and transmitting those executed copies back to the Program via email, DocuSign, or other method approved by the City.

Estimated Cost of Repair (ECR): A document estimate of the damages observed during Damage Assessment of a Participant's property that quantifies the items and amounts necessary to correct observed damages. An ECR may be prepared for any remaining or proposed eligible Program scope that will return the property to a habitable state.

Exceptions Panel: Panel that reviews requests for exceptions to Program policy.

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

Federal Register (FR): A daily publication of the U.S. federal government that issues proposed and final administrative regulations of federal agencies.

Flood Disaster Protection Act of 1973 and Sec. 582(a) of the National Flood Insurance Reform Act of 1994: Compliance with the legal requirements of Section 582(a) mandates that HUD flood disaster assistance that is made available in Special Flood Hazard Areas (SFHAs) may not be used to make a payment (including any loan assistance payment) to a person for Rehabilitation, Replacement or restoration for flood damage to any personal, residential or commercial property if: (1) the person had previously received federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) that person failed to obtain and maintain Flood Insurance as required under applicable federal law on such property.

Flood Insurance: The *Flood Disaster Protection Act of 1973* (42 U.S.C § 4012a) requires that projects receiving federal assistance and located in an area identified by FEMA as being within a Special Flood Hazard Areas (SFHA) be covered by Flood Insurance under the *National Flood Insurance Program* (NFIP). If the community is not participating in the NFIP, federal assistance cannot be used in those areas.

Floodplain: Generally, 44 CFR Part 59 defines Floodplain as any land area susceptible to being inundated by water from any source (see also definition of "flooding"). The 100-year Floodplain is land that is predicted to flood during a 100- year storm, which has a 1% chance of occurring in any given year (also known as the base flood). Areas within the 100-year Floodplain may flood in much smaller storms as well. 500-year floodplains are areas with a 0.2% chance of flooding in a given year.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as defined by 44 CFR § 59.1

General Contractor (GC): an individual or entity that is licensed in the State of Texas to perform residential construction services as a general contractor. The general contractors participating in the Homeowners Assistance Recovery Programs will be procured and managed by the City.

Grant Agreement and Associated Documents: All documents required by the Program for execution prior to initiating any funds disbursement or issuing a Notice to Proceed (NTP) to a construction contractor. These documents shall at a minimum include: a grant agreement, Subrogation Agreement, and any other document required to disburse Program assistance to a Participant.

Green Building Standards: All rehabilitation that meets the definition of Substantial Improvement, Reconstruction, or New Construction must meet an industry-recognized standard that has achieved certification under at least one of the following Programs: (1) ENERGY STAR (Certified Homes), (2) Enterprise Green Communities, (3) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), or (4) International Code Council (ICC)-700 National Green Building Standard, or other standard allowable by HUD.

Household: All persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. For housing activities, the test of meeting the low-to-moderate-income objective is based on the income of the household. See the **Error! Reference source not found.** section for information about how to define household members for the purpose of income verification.

Homeowner Recovery Programs: Collectively refers to all forms of assistance that are available to eligible Participants as part of the City's Programs that includes Rehabilitation. Other Programs related to homebuyer opportunities, public services, and rental assistance may be addressed in separate manuals.

Homeowner Responsibility: Refers to duplicative assistance and non-Program funds that the Participant must contribute toward the Rehabilitation of their home before HARRP funds enter the project. CDBG-DR assistance is intended to be the assistance of last resort, and this sequencing is in place to help ensure homeowners complete their projects with all available assistance, and to minimize the risk that the Program has to recapture Program funds from Participants.

Homeowners Assistance Repair & Rehabilitation Program (HARRP): The name used in communication and branding for the City's owner-occupied recovery Program

U.S. Department of Housing and Urban Development (HUD): Federal agency that administers the CDBG-DR program.

HUD CPD Green Building Retrofit Checklist: For rehabilitation other than the rehabilitation of substantially damaged residential buildings described in section above, the Program

must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist, available at <https://www.hud.gov/sites/dfiles/CPD/documents/CPD-Green-Building-Retrofit-Checklist.pdf>.

HUD Housing Quality Standards: HUD's standard for decent, safe, and sanitary housing conditions as defined by 24 CFR § 982.401.

IRS 1040/Adjusted Gross Income (AGI) Calculation Method: Citizens of the United States and resident aliens, except those with gross incomes that fall below a certain level, are required to file an income tax return with the Department of the Treasury's Internal Revenue Service (IRS) each year. The tax return is officially referred to as IRS Form 1040. The Adjusted Gross Income (AGI) is listed on the 1040 tax form and is the dollar figure used to determine an Applicant's income eligibility for participation in the CDBG-DR Programs.

Limited English Proficiency (LEP): A designation for person that are unable to communicate effectively in English because their primary language is not English, and they have not developed fluency in the English language. A person with Limited English Proficiency may have difficulty speaking or reading English. An LEP person benefits from an interpreter who translates to and from the person's primary language. An LEP person may also need documents written in English translated into his or her primary language so that person can understand important documents related to health and human services.

LMI (Low and Moderate Income) National Objective: One of three national objectives that any CDBG activity must meet. Activities that meet the LMI objective must benefit households whose total annual gross income does not exceed 80% of county AMI, adjusted for Household size. Income eligibility will be determined and verified in accordance with HUD Guidance. The most current income limits, published annually by HUD, shall be used to verify the income eligibility of each Household applying for assistance at the time assistance is provided.

- Extremely low: Household's annual income is up to 30% of the county AMI, as determined by HUD, adjusted for Household size;
- Very Low: Household's annual income is between 31% and 50% of the county AMI, as determined by HUD, adjusted for Household size; and
- Low: Household's annual income is between 51% and 80% of the county AMI, as determined by HUD, adjusted for Household size.

Mail-Away Grant Agreement Signing: The process by which the Program transmits all Grant Agreement documents to all necessary signers via U.S. Mail or nationally recognized overnight courier service, for execution and return to the Program by the Applicant(s) via U.S. Mail, hand delivery, or nationally recognized overnight courier service.

Manufactured Home (MH): A dwelling unit composed of one or more components substantially assembled in a manufacturing plant and transported to a building site.

A Manufactured Home, built after June 15, 1976, is constructed in accordance with the standards established by U.S. Department of Housing and Urban Development's Office of Manufactured Housing Programs. Manufactured Homes are not constructed in accordance with the standards established in the state and local building codes that are applicable to stick-built homes.

Maximum Award Cap: The maximum amount of assistance a Participant is eligible to receive for certain activities. This is not the final award amount a Participant will receive, as the final award amount is subject to an assessment of the necessary and reasonable costs needed to complete the Rehabilitation of a damaged home, less any duplication of benefits.

Mobile Home: A dwelling unit built before 1976 composed of one or more components substantially assembled in a manufacturing plant and designed to be transported to a building site on its own chassis for placement on a supporting structure. A Mobile Home is not constructed in accordance with the standards established in the state and local building codes that are applicable to stick-built homes or in accordance with HUD's Manufactured Home standards.

Modular Home: A dwelling unit composed of two or more components substantially assembled in a manufacturing plant and transported to a building site by truck for final assemble on a permanent foundation. A Modular Home must be constructed in accordance with the standards established in the state and local building codes that are applicable to stick-built homes. Modular Homes do not include mobile or Manufactured Homes. Modular Homes are factory-built homes constructed and assembled to local and/or state code requirements and, as such, are expected to adhere to stick-built requirements described under all references to rehabilitation and repairs.

Mortgage: (including Chattel Loans/Mortgages) Legal agreement by which a bank or other creditor lends money at interest in exchange for taking title of the debtor's property, with the condition that the conveyance of title becomes void upon the payment of the debt.

Most Impacted and Distressed (MID) Areas: Areas of greatest impact from a disaster as determined by HUD or the State in making disaster assistance allocations, using the best available data sources to calculate the amount of disaster damage. The MID-designated area for the 2021 Winter Storm Uri (FEMA DR-4586) assistance allocation solely includes the City of Fort Worth.

New Construction: A replacement home that substantially exceeds the original footprint on the existing lot (if permitted) or the construction of a new home in a new location.

National Flood Insurance Program (NFIP): When the Program refers to NFIP in the context of eligibility or duplication of benefits, the Program is referring to private and public flood insurance Programs that cover structural Rehabilitation resulting from flood damages.

Ownership: Please refer to the Ownership section of these guidelines for definitions of damaged property Ownership and acceptable forms documentation.

Participant: An eligible HARRP Applicant who has executed their grant agreement with the Program.

Policy Change Control Committee (CCC): A designated board of policymakers that evaluates and approves Program policy changes.

Policy Change Request Form: A standardized form used to describe proposed policy changes to the Policy Change Control Committee.

Power of Attorney (POA): An authorization to act on someone else's behalf in a legal or business matter.

The City's Case Leads (Case Leads): These are Program staff who may serve as the primary point of contact for Applicants, or may provide additional support to Applicants, to help them understand Program requirements, options, and decisions. Case Leads must consider all special circumstances of the Applicant's needs to decrease their barriers to participating in the Program, to the extent feasible and cost reasonable.

Rehabilitation: Repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards. If the relative percentage of repair to the Applicant's stick-built home is less than 80% of the pre-disaster tax assessed value, the ECR is used for calculating the cost of Rehabilitation of the damaged structure regardless of the value of unforeseen construction conditions requiring a change order.

Second Home: A home that is not the primary residence of the owner, a tenant, or any occupant at the time of the disaster or at the time of application for assistance.

Stop Work Requirement: Upon submitting an application to the Program, Applicants are required to stop all ongoing work and may not start any new work, including entering into a new contract or amending an existing contract for any work or purchase agreement for a manufactured or Modular Home. Participants may only resume work according to their approved Program scope after receiving a Notice to Proceed.

Subrecipient: A non-federal entity, unit of general local government, or a nonprofit organization that administers all or a portion of a CDBG-DR funded Program, as memorialized in a Grant Agreement between the Subrecipient and the City.

Subrogation: The process by which duplicative assistance paid to a Participant after receiving an award is remitted to the Program in order to rectify a duplication of benefit.

Subrogation Agreement: An agreement executed by the beneficiary agreeing to repay any duplicative assistance if the beneficiary later receives other disaster assistance for the same purpose as disaster recovery funds already received.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent

of the market value of the structure before the damage occurred (44 CFR § 59.1). Local jurisdictions determine **Substantial Damage**.

Substantial Improvement: Any rehabilitation or repair of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started or, if the structure has been damaged and is being restored, before the damage occurred. Substantial Improvement determinations are made by local code enforcement, permitting, building and/or Floodplain officials. The Program will abide by these determinations. [24 CFR § 55.2(b)(10)]

Tenant: An individual or household renting or occupying an assisted dwelling unit. [24 CFR § 5.504]

Total Household Income: The total income of all individuals aged 18 or over whom reside in a damaged property.

Uniform Relocation Act (URA): The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (Title 49 CFR Part 24) (42 U.S.C. 4601 et. seq.) Applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted Program or projects. URA's objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) acquisition or multifamily damaged/occupied activities that require the relocation of the Tenants.

Urgent Need (UN) National Objective: An Urgent Need that exists because conditions pose serious and immediate threat to the health/welfare of the community, the existing conditions are recent or recently became urgent, and the recipient of funds cannot finance the activities on their own because other assistance sources are not available. The City must document how each Program and/or activity funded under this category responds to a disaster-related impact.

Work In Place (WIP) Assessments: include those pre-Application rehabilitation, or repair activities made to the damaged residence prior to participation in the Program.

13 Acronyms

Acronym	Meaning
ACM	Asbestos-Containing Material
AMI	Area Median Income
BFE	Base Flood Elevation
CAA	Community Action Agency
CCC	Policy Change Control Committee
CDBG-DR	Community Development Block Grant–Disaster Recovery

CFR	Code of Federal Regulations
DCM	Disaster Case Manager
DOB	Duplication of Benefits
DOT	Texas Department of Transportation
DRGR	Disaster Recovery Grant Reporting System
DRR	Disaster Resilience and Recovery
ECR	Estimated Cost of Repair
EPA	Environmental Protection Agency
ERR	Environmental Review Record
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FR	Federal Register
GIN	General Information Notice
HARRP	Homeowners Assistance Repair and Rehabilitation Program
HCDA	Housing and Community Development Act of 1974
HOP	Homeownership Opportunities Program
HQS	Housing Quality Standards
HUD	U.S. Department of Housing and Urban Development
HVAC	Heating, Ventilation, and Air Conditioning
IA	FEMA Individual Assistance
IHA	Immediate Housing Assistance
ICC	International Code Council
LAP	Language Access Plan
LBP	Lead Based Paint
LEP	Limited English Proficiency
LMI	Low and Moderate Income
LTRG	Long Term Recovery Group
MH	Manufactured Home
MOD	Modular Home
NEPA	National Environmental Policy Act of 1969

NFIP	National Flood Insurance Program
NGO	Non-Government Organization
NOFA	Notice of Funding Availability
NSD	City of Fort Worth Neighborhood Services Department
OEM	City of Fort Worth Office of Emergency Management
PHA(s)	Public Housing Authorities
PIER	Planning, Infrastructure, and Economic Revitalization
PII	Personal Identifying Information
POA	Power of Attorney
QA/QC	Quality Assurance and Quality Control
RHNA	Regional Housing and Needs Assessment
SBA	U.S. Small Business Administration
SHPO	State Historic Preservation Office
SFHA	Special Flood Hazard Areas
SRP	State Recovery Process
UGLG	Unit of General Local Government
UN	Urgent Need
URA	Uniform Relocation and Real Property Acquisition Policies Act of 1970
U.S.	United States
U.S.C.	United States Code
USDA	U.S. Department of Agriculture
WIP	Work In Place