

MEMORANDUM OF UNDERSTANDING

between the

FEDERAL EMERGENCY MANAGEMENT AGENCY

and the

FARMERS HOME ADMINISTRATION

Purpose

This Memorandum of Understanding establishes authorities and procedures whereby the Federal Emergency Management Agency (FEMA) may utilize both single family and multiple housing units which are habitable, and to which the Farmers Home Administration (FmHA), an Agency of the U.S. Department of Agriculture (USDA), has title and possession. The housing units assigned to FEMA by FmHA are to provide temporary housing to victims of major disasters or emergencies declared by the President, in accordance with sections 302(a) and 404(a) of Public Law 93-288, the Disaster Relief Act of 1974.

Effective Date of this Memorandum

This memorandum shall be effective on the date of the last signature hereto.

Duration of Agreement

This memorandum shall continue to be in effect for a period coinciding with the authority under which it is entered.

Modifications

This Memorandum of Understanding and its attachments may be modified in writing by mutual consent of the parties.

Responsibilities

FmHA shall make available to FEMA on request habitable single family and multiple housing units in its inventory that are located in designated disaster areas and that are not under lease or under agreement of sale. FEMA will reimburse FmHA for authorized expenses, as set out herein, resulting from utilization of assigned housing units.

Implementation

This memorandum shall be implemented in accordance with the following general procedures. FEMA and/or FmHA may prepare other detailed operating procedures as necessary for internal use of the agencies. These latter procedures will be in compliance with the provisions of this Memorandum.

(a) Delegation of Authority. The signatories to this agreement will delegate authority to implement this agreement to their respective employees, in writing. When a disaster occurs, the persons to whom this authority has been delegated shall identify employees, contractors, and agents authorized to implement the appropriate provisions of this Memorandum of Understanding and other FEMA and/or FmHA detailed operating procedures. FEMA and FmHA will exchange a list containing names, addresses, and telephone numbers of such employees, contractors and agents, who will implement the agreement with respect to the specific major disaster. Other references to FEMA and FmHA in the following paragraphs will be interpreted to include contractors, agents, and employees designated to implement the provisions of this Memorandum of Understanding.

(b) Assignment of FmHA Housing Units to FEMA

- (1) Upon declaration by the President of a major disaster or emergency, FEMA may request from the appropriate FmHA State Director a list of all habitable housing units available in designated disaster areas indicating the county or counties where housing is needed.
- (2) At its discretion, FmHA may sell or lease units directly to displaced FmHA borrowers instead of providing them to FEMA. FmHA will provide FEMA a list of such sales or leases for information purposes and to prevent duplication of benefits.
- (3) During the period of occupancy of a housing unit by a disaster victim, FEMA will inform the occupant that FmHA lending assistance may be available for purchase of the housing unit as permanent housing.
- (4) Before assignment to FEMA and occupancy by a disaster victim, each housing unit under consideration will be inspected jointly by FmHA and FEMA. The agencies will then execute a Letter of Assignment (Attachment #1, Guide Letter) for each habitable housing unit assigned to FEMA. A Preoccupancy and Termination Joint Inspection report (FEMA 90-11; Attachment #2) will be prepared, signed by both agencies, and attached to the letter of assignment. The FmHA advice number will be noted prominently on this form.
- (5) FmHA will remove all FmHA signs, such as "no trespassing," "for sale," etc. from housing units assigned to FEMA.

Management of Housing Units

(a) Necessary maintenance on housing units assigned to FEMA shall be performed by FEMA at its expense, or FEMA shall reimburse FmHA for accomplishing such maintenance as agreed upon by local agency representatives.

(b) FEMA shall furnish to FmHA the names and mailing addresses of FmHA unit occupants, the FmHA property designation, the beginning occupancy date, and notice of changes in occupancy.

(c) During business hours FmHA authorized employees may inspect housing units. Advance notice of forty-eight (48) hours will be given to FEMA, who will, in turn, advise the occupant.

(d) FEMA shall not permit a disaster victim to occupy a housing unit beyond the period of eligibility in accordance with 44 CFR 205.52.

(e) There shall be no rental charge to FEMA by FmHA for assigned housing units for the first twelve (12) months from the date of the letter of assignment. If a housing unit is assigned to FEMA for more than one year after the date of the letter of assignment, FEMA shall pay FmHA the fair market rental value as determined by FmHA for each subsequent month.

(f) If an occupant fails to vacate a housing unit after housing benefits are terminated, FEMA shall conduct the pretermination procedures in 44 CFR 205.52 and shall, if appropriate, undertake eviction action.

Return of Housing Units to FmHA

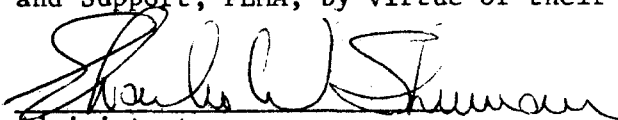
(a) When a housing unit is vacated and FEMA determines that it is no longer needed, FEMA shall notify FmHA.

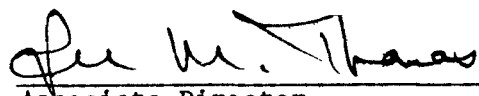
(b) FEMA and FmHA authorized employees, contractors, or agents will jointly inspect the vacated housing unit to determine maintenance, cleanup, and repairs required to return the housing unit to a physical condition comparable to that existing at the time of the initial joint inspection. Necessary maintenance and repairs shall be performed by FEMA at its expense, or FEMA shall reimburse FmHA for accomplishing such repairs as agreed upon by local agency representatives. Repairs shall be in accordance with local, State, or Federal codes.

(c) FEMA shall return the keys to, custody of, and responsibility for units to FmHA when needed maintenance, cleanup and repairs are completed. FmHA shall prepare a receipt and provide a copy to FEMA.

Approvals

This agreement is executed by the Administrator of the Farmers Home Administration, USDA and the Associate Director, State and Local Programs and Support, FEMA, by virtue of their general authorities to do so.


Administrator
Farmers Home Administration
U.S. Department of Agriculture


Associate Director
State and Local Programs and
Support
Federal Emergency Management Agency

DATE: 11/3/82

DATE: 10/4/82

FEDERAL EMERGENCY MANAGEMENT AGENCY

and the

FARMERS HOME ADMINISTRATION

FEMA-FmHA LETTER OF ASSIGNMENT

STATE: _____

COUNTY: _____

Under the Memorandum of Understanding between the Federal Emergency Management Agency (FEMA) and the Farmers Home Administration (FmHA) effective November 3, 1982, the habitable housing unit identified on the attached inspection report is made available by FmHA for use by FEMA or its Agent as temporary housing for victim(s) located within the following described designated disaster area and who are eligible for such assistance under the provisions of the Disaster Relief Act of 1974:

This Letter of Assignment shall become effective on the date signed by the authorized employees, contractors, or agents. This assignment is for the housing unit identified by the attached inspection report and having the following FmHA advice number: _____.

FEMA

FmHA

NAME: _____

TITLE: _____

DATE: _____

FEDERAL EMERGENCY MANAGEMENT AGENCY PREOCCUPANCY AND TERMINATION JOINT INSPECTION (Disaster Temporary Housing Program)					1. T.H. APPLICATION NO.			
In accordance with provisions of Temporary Housing FEMA Owner Lease and the Temporary Housing Occupant Dwelling Lease executed to provide for the use of the dwelling located at address shown below, a joint inspection was conducted. Codes listed below used to indicate condition. Conditions as indicated below were agreed upon.					2. LEASE NO. (To be completed by Fiscal Section)			
					3. INSPECTION FOR (Check one) <input type="checkbox"/> Preoccupancy (Move-in) <input type="checkbox"/> Termination (Move-out)			
4. APPLICANTS NAME (Last, First, Middle Initial)					CODE FOR CONDITION OF DWELLING N - New P - Poor G - Good X - Broken, Torn F - Fair			
5. ADDRESS OF DWELLING INSPECTED		(House No., Street Name, Apt. No.)						
		(City, State, Zip Code)						
6. CHECKLIST (Use Code above)								
LIVING ROOM	CONDITION	DINING ROOM	CONDITION	BEDROOM(s)	1	2	3	4
Floor (Carpets)		Floor (Carpets)		Floor(s) Carpet(s)				
Walls		Walls		Walls				
Ceiling		Ceiling		Ceiling				
Windows/Screens		Windows/Screens		Windows/Screens				
Blinds		Blinds		Blinds				
Drapes (Curtains)		Drapes (Curtains)		Drapes (Curtains)				
Electrical Fixtures		Electrical Fixtures		Electrical Fixtures				
KITCHEN		BATH(s)		OTHER (Den-Porch-Patio)				
Floor		Floor(s)						
Walls		Walls						
Ceiling		Ceiling						
Windows/Screens		Windows/Screens						
Cabinets		Blinds/Curtains		MAJOR ACCESSORIES				
Sink		Electrical Fixtures						
Range		Water Closet(s)		Air Conditioner(s)				
Refrigerator		Tub(s) Shower(s)		Heater(s)				
Appliance		Lavatory (ies)		Fan(s)				
		Heater(s)						
		Fan(s)						
FURNISHINGS (Use Code above)								
LIVING ROOM (List)	CONDITION	BEDROOM(s) (List)	CONDITION	DINING ROOM/KITCHEN (List)	CONDITION			
7. GENERAL COMMENTS (Use additional sheets if necessary)					8. OCCUPANT'S SIGNATURE (Date)			
					9. OWNER/AGENT'S SIGNATURE (Date)			
					10. FEMA REPRESENTATIVES' SIGNATURE (Date)			

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

AND

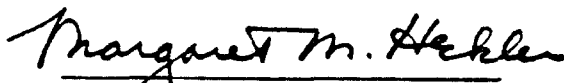
DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)

For the efficient and orderly implementation of this agreement it is mutually agreed:

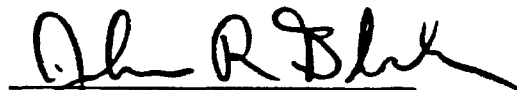
1. DHHS will request the support of the Farmers Home Administration (FmHA), an Agency of USDA to lease or otherwise make available vacant rural single family homes or like facilities to community nonprofit organizations interested in initiating shelter projects.
2. The FmHA will identify necessary actions to be taken to implement the program. Thereafter, DHHS will notify community group of the program and of the required procedures.
3. FmHA and DHHS have agreed on the following policy guidelines to properly structure the program:
 - a. DHHS will identify and respond to community interest and initiatives;
 - b. DHHS will request local government support;
 - c. DHHS will direct community groups to FmHA County Supervisors to identify specific facilities within the FmHA inventory; and
 - d. FmHA County Supervisors will be given the authority, as deemed appropriate by FmHA, to process lease agreements and increase or decrease the number of facility units available for lease.

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4. Leases executed under this program shall be with local nonprofit community organizations and shall make such organizations responsible for all liabilities arising out of the habitation of the particular facility and for all costs incident to and associated with the habitation of the particular facility; e.g., renovation, maintenance, security, etc.;
5. The FmHA will provide the criteria for leasing rural facilities in accordance with FmHA housing regulations.
6. Any documentation required to measure or assess the results of the program will be the responsibility of DHHS. Such information will be made available to FmHA upon request.



Department of Health and
Human Services



United States Department
of Agriculture