

MEXICO BEACH PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION PROGRAM

Dear Property Owner,

The City of Mexico Beach is in the process of implementing a program to perform disaster debris removal and demolition of hazardous structures on private property. Prior to being considered for such assistance, property owners must first complete and sign the included Program Participation and Right-of-Entry (ROE) forms to allow the City, their contractors and subcontractors, State of Florida representatives, Federal Emergency Management Agency (FEMA) representatives and other stakeholders access on to the property.

Property owners must utilize insurance proceeds to conduct any demolition and debris removal first. This program is only available to those who did not have insurance coverage on October 2018. The process for participation in this program is outlined below.

Items in bold require information by you, the property owner:

1.	Property identification and notification to owners
2.	Property owner submits documentation (PROPERTY OWNER ACTION REQUIRED) a. Signed Program Participation Form (required if requesting <u>or</u> declining program participation) b. Signed Right-of-Entry (ROE) Form, one form per property c. Insurance information, complete with the following – as available i. Policy ii. Declaration Page iii. Schedule of Values iv. Claims v. Settlement Statement(s) d. If you have no insurance, confirmation must be provided e. Mortgage holder information i. Lien holder name/contact information ii. Account number
3.	City to perform verification of owner information
4.	City to perform property damage assessment
5.	City to submit assessment to Florida Division of Emergency Management (FDEM) and FEMA for review
6.	City contractors to perform debris removal and/or demolition, upon FEMA approval

If you wish to participate in this program (to have the City perform site assessments, seek FEMA approval and for the City's contractors to perform identified debris removal and demolition work on your behalf) please complete, sign and return the enclosed forms along with the applicable insurance information as requested on the forms. If you wish to decline participation in this program, please complete and return only the Property Owner Participation Form.

You can complete your application by submitting the enclosed forms and providing the required documentation as instructed in the Property Owner Participation Form. For additional information, you can contact the City's Private Property Debris Removal (PPDR) Team via the following:

BY PHONE: (850) 648-5700

BY EMAIL: ROE@mexicobeachgov.com

BY MAIL: City of Mexico Beach
 Attn: ROE
 P.O. Box 13425
 Mexico Beach, FL32410

**CITY OF MEXICO BEACH PRIVATE PROPERTY DEBRIS REMOVAL AND DEMOLITION PROGRAM
PROPERTY OWNER PARTICIPATION FORM**

FEMA has approved the City of Mexico Beach's request for private property debris removal and is reviewing the City's request for residential demolition assistance. By selecting to participate, your information will be reviewed and you may be eligible for debris removal and/or structure demolition/site mitigation support.

If you are applying to participate, please complete and return the remainder of this form, the Right-of-Entry Form and all requested applicable documentation listed below.

Documents may be returned via email to ROE@mexicobeachgov.com or mailed to: City of Mexico Beach, Attn: ROE at P.O. Box 13425, Mexico Beach, FL 32410.

Owner Name(s): _____

Property Address: _____

Jurisdiction: City of Mexico Beach, Florida _____

Current Mailing Address: _____

Phone Number(s): _____

Email: _____

Check all programs applying for:

- Private Property Debris Removal
- Hazardous Structure Demolition
- Settlement Statement(s)

In addition, the following documents MUST be provided, please check the included documents:

- Signed Right-of-Entry form
- Insurance Policy
 - Copy of Policy
 - Declaration Page
 - Settlement Statement(s)

OR

By checking this box, the property owner certifies and attests that they **did not have insurance** on this property at the time of the hurricane, 10/10/2018.

X _____
Property Owner Signature

Date

RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL WORK

FEMA DR-4399 | MEXICO BEACH, FLORIDA

ROE No.	OFFICE USE ONLY
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Parcel ID	OFFICE USE ONLY
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Date: _____ Property Address: _____

Owner Name (or Authorized Agent): _____

Right-of-Entry

I certify and warrant that I am the title owner, or the owner's authorized agent, of the above described property. I grant, freely and without coercion, the right of access and entry to said property to City of Mexico Beach (City), the State of Florida, and the United States of America, and their respective officers, employees, agents, contractors and subcontractors (collectively, the "DEMO/PPDR Team"). This Right-of-Entry (ROE) includes the right of ingress and egress on other lands for the purpose of performing demolition and debris clean up and removal to prevent further damage to this property and neighboring properties (the "DEMO/PPDR Work").

Waiver and Hold Harmless

_____ I understand that the DEMO/PPDR Team is not obligated to perform the DEMO/PPDR Work and is doing so solely as a voluntary service for the benefit of the above-described property. To the fullest extent permitted by law, I agree and warrant to hold harmless the DEMO/PPDR Team for damages of any type whatsoever, either to the above described property or to persons situated thereon, and I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities.

Other Liens/Encumbrances on the Property

_____ The Property Owner certifies that no liens or encumbrances exist on said property that would prevent debris removal operations.

_____ The Property Owner certifies that this Property is described or encompassed by the attached notice or action taken pursuant to local ordinance above.

Government Not Obligated to Perform

It is fully understood that this Right-of-Entry (ROE) does not create an obligation of the Entities to perform the DEMO/PPDR Work. If determined necessary in accordance with Federal, State and local regulations, DEMO/PPDR work operations will be conducted at no expense to the Property Owner on the above-described property by personnel authorized by the DEMO/PPDR Team.

Avoidance of Duplication of Benefits: Reporting Money Received

In the event a Property Owner is eligible to receive funds from insurance or another source to demolish, clean out the house, and/or remove debris as described here, the Property Owner would not be eligible to participate in this program. The Property Owner understands that receipt of compensation or reimbursement for performance of DEMO/PPDR Work from any source, including the U.S. Small Business Administration, insurance (homeowner's, NFIP, or otherwise), or any other public assistance program, would constitute a duplication of benefits prohibited by federal law (42 U.S.C 5155 et. seq.).

To ensure compliance with this federal law, the City will not be providing debris removal or demolition on properties where homeowner's insurance policies cover this process. The Property Owner understands and agrees to provide copies of all applicable insurance documents required for the City to verify coverage, exclusion and limitations.

Insurance Information – Flood, Hurricane, Homeowner's or Other

_____ The Property Owner certifies there was no insurance coverage on this property during the hurricane (October 2018)

_____ The Property Owner certifies there is insurance coverage on the property and has included all applicable insurance documents for review.

RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL WORK

FEMA DR-4399 | MEXICO BEACH, FLORIDA

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The undersigned is fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 U.S.C. § 1001.

Time Period

This ROE shall expire up to 360 days after signature if within the work performance period or, unless cancelled sooner in writing to the Entity listed above at the request of the Property Owner.

Privacy Act Statement: The Property Owner acknowledges that information submitted will be shared with other government agencies and their contractors, for purposes of this Right-of-Entry. This form is signed in order to allow access to perform debris removal on the above-mentioned property and/or to authorize access to this property to perform debris removal on adjacent properties

Signature and Witness: Property Owner or Property Owner's Authorized Legal Representative

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein.

I certify under the laws of the State of Florida and the United States that my answers are truthful.

Property Owner or Owner's Authorized Legal Representative:

OWNER:

(Print Name) _____ **(Signature)** _____

Date: _____

Current Address: _____

Current Phone: _____ **Alternate Phone:** _____

Alternate Address: _____

WITNESS:

(Print Name) _____ **(Signature)** _____

Witness Address: _____

Witness Phone: _____