



FEMA

RECOVERY POLICY (INTERIM) 9455.1

I. TITLE: **Temporary Housing Unit Donations**

II. DATE: August 15, 2006

III. PURPOSE:

Establish criteria for permanently donating FEMA-purchased temporary housing units to States, local governments, and voluntary organizations.

IV. DESCRIPTION:

The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes the permanent donation of temporary housing to States, local governments, and voluntary organizations, for the sole purpose of providing temporary housing to disaster victims.

IV. SCOPE AND AUDIENCE:

This interim policy is to be implemented in all disasters declared on or after the publication date (paragraph II) or in those disasters with an open period of assistance on the publication date, until superseded by the final policy. All personnel are directed to follow this policy. This policy does not affect FEMA's discretion to permanently dispose of temporary housing through other authorized means (e.g., sale, transfer).

V. AUTHORITY:

Section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5174); and 44 CFR 206.117

VI. DEFINITIONS:

A. **Temporary Housing:** For the purposes of this interim policy, this is defined as readily fabricated manufactured housing (mobile homes, travel trailers, modular housing).

B. **Disaster Victim:** An individual or household from the affected area determined to be eligible for Individuals and Households Program assistance.

C. **Voluntary Organization/Agency:** An entity that meets the criteria of a Non-Profit Charitable Organization as defined in IRC§501(c)(3).



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VII. POLICY:

A. When requested, FEMA may permanently donate temporary housing units to a State, local government, or voluntary organization for the purpose of providing temporary housing to disaster victims in major disasters and emergencies. The decision to authorize permanent donations will be based on an evaluation of need, resource availability, and impact on operational readiness. Temporary housing units will be considered for permanent donation only in the following order of availability (i.e., Priority 2 units may not be donated if Priority 1 units are available). Deviations from this order require detailed justification from the Federal Coordinating Officer or Regional Director, as appropriate.

Priority 1. Used units (mobile homes, travel trailers, or modular housing) for which it has been determined that the costs of rehabilitation are not in the government's interest.

Priority 2. Used units (mobile homes, travel trailers, or modular housing) which have been returned to FEMA, and for which it has been determined that the costs of rehabilitation are in the government's interest; however, such rehabilitation has not yet commenced.

Priority 3. Used, rehabilitated units (mobile homes, travel trailers, or modular housing).

Priority 4. Unused mobile homes or modular housing.

Priority 5. Unused travel trailers.

B. The permanent donation of temporary housing units is contingent upon FEMA and the receiving organization executing a *Donation of Temporary Housing Units Agreement* (model attached). The agreement will only be effective for the declared disaster or emergency.

C. FEMA will pay any costs associated with delivering a permanently donated temporary housing unit to a site identified by the recipient organization. The recipient organization must agree to accept the unit as is and assume all other costs, including those associated with installation, maintenance, deactivation, and disposition when the unit is delivered to the identified site.

D. The recipient organization must agree, in writing, to assume – at delivery – legal responsibility for any and all future liabilities associated with the donated units.



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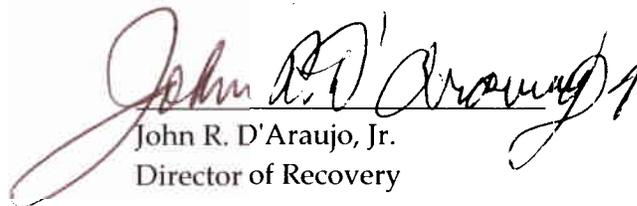
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E. All donations must be approved by the Recovery Director, in consultation with FEMA Logistics and the Chief Financial Officer.

VIII. ORIGINATING OFFICE: Recovery Division (Individual Assistance Branch).

IX. SUPERSESSION: None.

X. REVIEW DATE: One year from the date of publication.



John R. D'Araujo, Jr.
Director of Recovery



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Attachment 1

Agreement Between [Insert Recipient Organization] and the Federal Emergency Management Agency for the Permanent Donation of Temporary Housing Units

THIS AGREEMENT, made and entered into the ____ day of _____, 200_, by and between [insert recipient organization name] and the Federal Emergency Management Agency (hereinafter "FEMA"), U.S. Department of Homeland Security ("DHS").

WHEREAS, the State of _____, sustained damage of sufficient severity and magnitude as to warrant a declaration by the President of a major disaster or emergency pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206 (hereinafter "Stafford Act") on [insert declaration date] (hereinafter referred to as "FEMA-____-DR-__");

WHEREAS, Section 408 of the Stafford Act (42 U.S.C. § 5174), authorizes the provision of temporary disaster housing, including mobile homes, travel trailers or other readily fabricated dwellings (housing units), and authorizes the President to donate housing units to a qualified recipient organization for the sole purpose of providing temporary housing to victims of major disasters;

WHEREAS, [insert recipient organization name] has agreed to accept the donation of [number of units] housing units and to use them for the sole purpose of providing temporary housing to disaster victims of the specified major disaster or emergency;

WHEREAS, the [insert recipient organization name] has agreed to comply with State and local codes and ordinances for manufactured housing;

NOW, THEREFORE:

1. FEMA hereby agrees to donate housing units, and [insert recipient organization name] agrees to accept and arrange for use by disaster victims, [insert number of units] manufactured housing units, as specifically described and identified by Vehicle Identification Numbers (VIN) set forth in Attachment "~" to this Agreement.

2. [Insert recipient organization name] hereby agrees that the units shall be for the sole purpose of providing temporary housing to disaster victims for eighteen months from the date



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FEMA-____-DR-__ was declared or for a period no less than one (1) calendar year from the date this agreement becomes effective, whichever is longer;

3. [Insert recipient organization name] hereby agrees not to sell, transfer, donate, or otherwise dispose of the units for eighteen months from the date FEMA-____-DR-__ was declared or for a period no less than one (1) calendar year from the date this agreement becomes effective, whichever is longer.

4. [Insert recipient organization name] hereby agrees to follow Federal, State and local laws, requirements, and procedures for the type of housing unit provided, including, but not limited to, the following:

a. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq;

b. Title 44 of the Code of Federal Regulations (CFR):

- i. Part 7, Nondiscrimination in Federally Assisted Programs;
- ii. Part 9, Floodplain Management and Protection of Wetlands;
- iii. Part 10, Environmental Considerations;
- iv. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- v. Part 18, New Restrictions on Lobbying.

5. [Insert recipient organization name] hereby agrees to assume, upon delivery, full financial responsibility for the donated unit, including rehabilitation (if necessary), additional hauling, installing, maintenance, permitting and utilities, and any costs associated with eventual disposition;

6. [Insert recipient organization name] hereby agrees to obtain and maintain hazard and flood insurance (when applicable) on the housing unit while it is being used to provide temporary housing assistance to disaster victims.

7. [Insert recipient organization name] hereby agrees to provide quarterly status reports to FEMA that list the names of each disaster victim occupying the respective units, the unit's VIN number, and the declared disaster or emergency for which the unit is being used until final disposition of the unit(s).



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8. The [Insert recipient organization name] agrees to allow the Department of Homeland Security and/or FEMA to audit their program to validate appropriate use of donated units.

9. [Insert recipient organization name] hereby agrees to hold harmless and indemnify the United States and FEMA and be responsible for any and all claims or causes of action, including any judgment, action, debt, liability costs and attorney's fees or any other request for moneys of any type of relief arising from or incident to the transport, use, maintenance, occupancy, repair, or otherwise result from those units acquired pursuant to this Agreement.

10. [Insert recipient organization name] hereby agrees not to encumber the temporary housing unit with any liens.

11. This Agreement may only be modified through a written request, signed by the parties to this Agreement.

12. Nothing in this Agreement is intended to conflict with current federal, state or local laws or regulations or the directives of DHS or FEMA. If a term of this Agreement is determined to be inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

13. The points of contact for this Agreement are:

For FEMA:

For entity:

This Agreement shall become effective on the date of last signature by the respective parties hereto:

FEMA:

[Insert recipient organization name]:

Date

Date

Attachments: Agreement “~”: Vehicle Identification Numbers