



**Montgomery County**  
**Homeland Security and Emergency Management**  
 Participation Agreement

Homeowner Certification and Agreement to Participate in Disaster Recovery Programs		
Subrecipient: Montgomery County	Contract #:	
Applicant Name:	Co-Applicant Name:	
Project Address:		
City:	State: Texas	Zip Code:

1. I certify that I am the owner of the home located at the above-referenced address.
2. As the homeowner, I acknowledge I am responsible for completing and returning all required documentation to Montgomery County within the time period stated.
3. If I fail to provide requested documents in a timely manner, or if I fail to respond to any inquires made by Montgomery County regarding my application for assistance, I may be disqualified from participating in the CDBG-DR/FEMA program, or I may have to reapply and, consequently, my original submission date is no longer effective.
4. I understand the funding limitations of the Program and have been informed that Montgomery County is undertaking an Acquisition/Demolition activity only, which will result in the buyout of the home and any assistance, if determined necessary, to achieve new home ownership.
5. I understand that if participating in Montgomery County's Voluntary Buyout program that will use buyouts strategically as a means of acquiring contiguous parcels of land for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. As referenced by the federal register, the term buyout refers to properties acquired with the intention of removing homes and structures from areas that are at risk of being impacted by future disasters.
6. I understand that due to the nature of the voluntary buyout status that there will be no threat or use of eminent domain and will meet requirements set forth in 49 CFR 24.101(b)(1) as follows:
  - a. No specific site or property needs to be acquired
  - b. The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
  - c. Montgomery County will not acquire the property if negotiations fail to result in an amicable agreement and the owner is so informed in writing.
  - d. Montgomery County will inform the owner in writing of what it believes to be the market value of the property (Pre/Post disaster valuation as determined by the applicable program.)
7. I understand that if the applicable program is designated Pre-disaster valuation by design, that I am required to submit any and all documentation reflecting federal monies received for structural repair as a result of the disaster(s), and that a Duplication of Benefits (DOB) review will be conducted. I further understand that any received federal monies will be deducted from the pre-disaster market value appraisal if not able to adequately document how received monies were spent.
8. If the homeowners chooses not to participate in the program for any reason, they retrain the right to reapply for assistance at a later date and assistance would be conditioned on funding available at that time.



Montgomery County  
Homeland Security and Emergency Management  
Participation Agreement

**Certification**

I/We certify that I/we have read and understand this "Homeowner Certification and Agreement to Participate in the Montgomery County Disaster Recovery Programs." I/We certify, that, to the best of my/our knowledge, all required documents and materials I/we have completed and submitted for my/our application for assistance are true and correct. I/we certify that Montgomery County has explained to me/us, and I/we understand the benefit options available under the applicable program.

Under penalties of perjury, I certify that the information presented in this Affidavit is true and accurate to the best of my knowledge and belief. I further understand that providing false representation herein constitutes an act of fraud. False, misleading, or incomplete information may result in my ineligibility to participate in Programs that will accept this Affidavit. Warning: Any person who knowingly makes a false claim or statement to HUD/FEMA may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

- I/We choose to participate in the program and to comply with all program requirements.
- I/We choose **NOT** to participate in the program or to receive any services provided and/or funded by the program.

Printed Name of Applicant:

Signature of Applicant:

Date:

Printed Name of Co-Applicant

Signature of Co-Applicant

Date: