

# FLOOD MITIGATION ASSESSMENT PROCESS

This is the process that will be followed for Flood Mitigation Assessments. If you have any questions, please reach out to your OEM Regional Representative.

1. The need for a flood mitigation assessment is determined by the local municipality (Town, Village, County, etc.). If the local municipality is seeking State assistance with the assessment, the request should be entered into NYR.
  - a. Note: it is preferable that Consent (see below) is obtained and submitted at the same time as this new request.
2. Consent needs to be obtained from the property owner before the flood mitigation assessment is completed. This permission should be obtained from the property owner through the local municipality (Town, Village, County, etc.).
  - a. To obtain permission, the property owner must complete the “Agreement for the Deployment of State Resources” form and the local municipality must attach the form to the NYR Call, requesting the State’s assistance.
  - b. Note: If a property owner seeks to rescind or would not like the assessment to be completed, this must be documented in NYR.
3. The request should include the “public benefit” of conducting flood mitigation at that location. This information should be as detailed as possible and documented in NYR. If no public benefit has been identified, this should be documented.
4. Once the request has been completed in NYR, it will be tasked by the EOC and the Site Assessment will then be conducted using the “Flood Mitigation” assessment form. This assessment should be done in conjunction with a local government representative.
5. The “Flood Mitigation” assessment form will be uploaded into the NYR Call.
6. After review, if it is deemed that criteria has been met, including a public benefit beyond private ownership, the DHSES Director or Deputy Director will execute the “Agreement for the Deployment of State Resources” and a call will be entered into NYR for Flood Mitigation Placement efforts.
7. A new NYR Call will be assigned and tasked using the existing process for action.

**AGREEMENT FOR THE DEPLOYMENT OF STATE RESOURCES**

The property owner (the "Owner") identified below and the People of the State of New York, acting by and through the Division of Homeland Security and Emergency Services ("DHSES"), agree as follows:

1. The Owner hereby grants permission to DHSES to erect, deploy, install, and/or remove State resources on the Owner's property located at \_\_\_\_\_ for the period beginning \_\_\_\_\_ until September 1, 2019.
2. DHSES shall take all due care in deploying the State resources to avoid any damage to the Owner's property.
3. The State of New York does not purchase general liability insurance but is instead self-retained for its general liability exposures. With respect to such self-retention, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities that may arise out of this Agreement. Provisions concerning the State's responsibility for any claims for liability as may arise out of this Agreement are set forth in the New York State Court of Claims Act, and any damages arising from such liability shall be paid from the New York State Court of Claims Fund, which is supported by a multi-million-dollar annual appropriation by the Legislature of the State of New York.
4. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Owner harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or its officers or employees when acting within the course and scope of their employment.

**Owner**

**DHSES**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_