



ECONOMIC DEVELOPMENT & TOURISM SUBCOMMITTEE

ACTION PACKET

**Wednesday, January 13, 2016
1:00 PM – 3:00 PM
12 HOB**

**Steve Crisafulli
Speaker**

**Frank Artiles
Chair**

COMMITTEE MEETING REPORT
Economic Development & Tourism Subcommittee

1/13/2016 1:00:00PM

Location: 12 HOB

AMENDED

Summary:

Economic Development & Tourism Subcommittee

Wednesday January 13, 2016 01:00 pm

HB 627	Favorable With Committee Substitute	Yeas: 12	Nays: 0
	Amendment 023037 Adopted Without Objection		
PCB EDTS 16-01	Favorable With Amendment(s)	Yeas: 13	Nays: 0
	Amendment PCB EDTS 16-01 a1 Adopted Without Objection	Yeas: 13	Nays: 0

Committee meeting was reported out: Wednesday, January 13, 2016 3:35:20PM

COMMITTEE MEETING REPORT
Economic Development & Tourism Subcommittee

1/13/2016 1:00:00PM

Location: 12 HOB

AMENDED

Attendance:

	<i>Present</i>	<i>Absent</i>	<i>Excused</i>
Frank Artiles (Chair)	X		
Bruce Antone	X		
Brad Drake	X		
Dane Eagle	X		
Heather Fitzenhagen	X		
Shawn Harrison	X		
Clay Ingram	X		
Mike La Rosa	X		
Edwin Narain	X		
Ray Pilon	X		
Bobby Powell	X		
Patrick Rooney, Jr.	X		
Victor Torres, Jr.	X		
Totals:	13	0	0

Committee meeting was reported out: Wednesday, January 13, 2016 3:35:20PM

COMMITTEE MEETING REPORT
Economic Development & Tourism Subcommittee

1/13/2016 1:00:00PM

Location: 12 HOB

AMENDED

HB 627 : Community Contribution Tax Credits

Favorable With Committee Substitute

	<i>Yea</i>	<i>Nay</i>	<i>No Vote</i>	<i>Absentee Yea</i>	<i>Absentee Nay</i>
Bruce Antone	X				
Brad Drake				X	
Dane Eagle	X				
Heather Fitzenhagen	X				
Shawn Harrison	X				
Clay Ingram	X				
Mike La Rosa	X				
Edwin Narain	X				
Ray Pilon	X				
Bobby Powell	X				
Patrick Rooney, Jr.	X				
Victor Torres, Jr.	X				
Frank Artiles (Chair)	X				
Total Yeas: 12		Total Nays: 0			

HB 627 Amendments

Amendment 023037

Adopted Without Objection

Committee meeting was reported out: Wednesday, January 13, 2016 3:35:20PM

COMMITTEE MEETING REPORT
Economic Development & Tourism Subcommittee

1/13/2016 1:00:00PM

Location: 12 HOB

AMENDED

PCB EDTS 16-01 : Workforce Development

Favorable With Amendment(s)

	<i>Yea</i>	<i>Nay</i>	<i>No Vote</i>	<i>Absentee Yea</i>	<i>Absentee Nay</i>
Bruce Antone	X				
Brad Drake	X				
Dane Eagle	X				
Heather Fitzenhagen	X				
Shawn Harrison	X				
Clay Ingram	X				
Mike La Rosa	X				
Edwin Narain	X				
Ray Pilon	X				
Bobby Powell	X				
Patrick Rooney, Jr.	X				
Victor Torres, Jr.	X				
Frank Artiles (Chair)	X				
Total Yeas: 13		Total Nays: 0			

PCB EDTS 16-01 Amendments

Amendment PCB EDTS 16-01 a1

Adopted Without Objection

	<i>Yea</i>	<i>Nay</i>	<i>No Vote</i>	<i>Absentee Yea</i>	<i>Absentee Nay</i>
Bruce Antone	X				
Brad Drake	X				
Dane Eagle	X				
Heather Fitzenhagen	X				
Shawn Harrison	X				
Clay Ingram	X				
Mike La Rosa	X				
Edwin Narain	X				
Ray Pilon	X				
Bobby Powell	X				
Patrick Rooney, Jr.	X				
Victor Torres, Jr.	X				
Frank Artiles (Chair)	X				
Total Yeas: 13		Total Nays: 0			

Committee meeting was reported out: Wednesday, January 13, 2016 3:35:20PM

COMMITTEE MEETING REPORT
Economic Development & Tourism Subcommittee

1/13/2016 1:00:00PM

Location: 12 HOB

AMENDED

PCB EDTS 16-01 : Workforce Development (continued)

Appearances:

Mallette, Kelly (Lobbyist) - Waive In Support
Florida Workforce Development Association
104 W. Jefferson St.
Tallahassee FL 32301
Phone: 8502243427

Committee meeting was reported out: Wednesday, January 13, 2016 3:35:20PM

COMMITTEE MEETING REPORT
Economic Development & Tourism Subcommittee

1/13/2016 1:00:00PM

Location: 12 HOB

AMENDED

Presentation/Workshop/Other Business Appearances:

Public Assistance Deobligations

Bryan W. Koon (Lobbyist) (State Employee) - Information Only

Fl. Div. of Emergency Mgmt.

Director

2555 Shumard Oak Blvd.

Tallahassee FL 32399

Phone: 8505197966

Committee meeting was reported out: Wednesday, January 13, 2016 3:35:20PM

**House of Representatives
SUBCOMMITTEE BILL ACTION WORKSHEET**

Committee/Subcommittee: Economic
Development &
Tourism

Meeting Date: 1-13-16
Place: 12 HOB
Time: 1 pm

Bill Number: HB 627

Date Received: _____
Date Reported: _____
Subject: Comm. Contribution
Tax Credits

Committee/Subcommittee Action:

- | | |
|---|---|
| <input type="checkbox"/> Favorable | <input type="checkbox"/> Retained for Reconsideration |
| <input type="checkbox"/> Favorable w/ _____ amendments | <input type="checkbox"/> Reconsidered |
| <input checked="" type="checkbox"/> Favorable w/Committee/Subcommittee Substitute | <input type="checkbox"/> Temporarily Postponed |
| <input type="checkbox"/> Other Action: _____ | <input type="checkbox"/> Unfavorable |

Final Vote On Bill		MEMBERS								
Yea	Nay		Yeas	Nays	Yeas	Nays	Yeas	Nays	Yeas	Nays
✓		Rep. Antone								
✓		Rep. Drake								
✓		Rep. Eagle								
✓		Rep. Fitzenhagen								
✓		Rep. Harrison								
✓		Rep. Ingram								
✓		Rep. La Rosa								
✓		Rep. Narain								
✓		Rep. Pilon								
✓		Rep. Powell								
✓		Rep. Rooney								
✓		Rep. Torres								
✓		Chair Artiles								
Yeas	Nays	TOTALS	Yeas	Nays	Yeas	Nays	Yeas	Nays	Yeas	Nays
12										



COMMITTEE/SUBCOMMITTEE APPEARANCE RECORD

Please fill out the entire form and submit two copies to the committee/subcommittee Administrative Assistant at the meeting.

PCB 16-01

Type or Print Clearly

Bill Number: ETD S7 Meeting Date: 1/13/15

Fill in appropriate information:

PCB/PCS/Amendment # or Presentation/Workshop Topic: ETD S1

Committee/Subcommittee: Economic Development & Tourism

Name: Kelly Mallette

Title: _____

Address: 104 W. Jefferson Street

City: Tallahassee State/Zip: FL 32301

Phone Number: 850-224-3427

Representing: Florida Workforce Development Association

Registered Lobbyist: YES NO

State Employee: YES NO

I Wish To Speak: YES NO

I Have Been Requested to Speak: YES NO

Bill		Amendment	
Proponent <input checked="" type="checkbox"/>	Opponent <input type="checkbox"/>	Proponent <input type="checkbox"/>	Opponent <input type="checkbox"/>
Info Only <input type="checkbox"/>		Info Only <input type="checkbox"/>	

PUBLIC ASSISTANCE RECOUPMENTS MATERIALS

Background

- Definitions
- Overview of Public Assistance
- Public Assistance Entities
- Reasons for Deobligations
- Current Repayment Strategy used by FDEM
- Case Study One: City of Palm Beach
- Case Study Two: City of Pensacola

Smartlink Balances (updated information)

DHS – Office of Inspector General Audit

- City of Palm Beach Gardens

Example of Repayment Process

- DeSoto County

Disaster Quick Reference List

Public Assistance Post-Declaration Events

Public Assistance Deobligation Status Report as of January 12, 2016

Florida Division of Emergency Management Public Assistance Recoupments

Definitions

- **Federal-State Agreement:** In a Presidentially declared disaster in which public assistance is granted, FEMA and the State will sign the "Federal-State Agreement" which establishes the federal-state cost share, establishes the conditions to which the grantee and subgrantees will be bound, and establishes the state as the recipient of any grant funding. The state will be held accountable for the distribution and accounting of funds.
- **Public Assistance (PA):** A program managed by FEMA, authorized under the Stafford Act, which funds reimbursement of eligible, disaster-related, infrastructure and protective action costs.
- **Grantee:** A state that signs the FEMA-State agreement, accepting Stafford Act funding after a disaster (also known as "recipient").
- **Subgrantee:** A local government, state agency or private non-profit entity that is claiming reimbursement under FEMA's public assistance program (also known as "subrecipient").
- **Project Worksheet (PW):** The form used by FEMA to capture information on a proposed project seeking reimbursement by a subgrantee for a specific disaster.
- **Cost Share:** The federal-state breakdown, by percentage, of how Stafford Act funding will be apportioned. In 2015 according to existing rules, cost shares will be a 75% federal and 25% non-federal split.
- **Obligation:** The act of FEMA approving a project worksheet (reimbursement claim) and depositing money into the state's Smartlink account for specific disasters .
- **Smartlink:** The state's federal account into which FEMA deposits Stafford Act funds upon "obligation".
- **Deobligation:** In the event that a previously approved project is deemed ineligible, FEMA will write a new project worksheet (reimbursement claim) to remove funds from state's Smartlink account.

Public Assistance Overview

Under the Public Assistance Program (PA), which is authorized by the Stafford Act, FEMA awards grants to assist State, local, and Tribal governments as well as certain Private Nonprofit (PNP) entities with response to and recovery from disasters. Specifically, the program provides assistance for debris removal, emergency protective measures, and permanent restoration of infrastructure.

- **FEMA** is responsible for managing the program, approving grants, and providing technical assistance to the State and applicants.
- The **State** is responsible for educating potential applicants, working with FEMA to manage the program, and for implementing and monitoring the grants awarded under the program.
- **Local officials** are responsible for identifying damage, providing sufficient data for FEMA to develop an accurate scope and cost estimate for doing work and approving grants, and managing the projects funded under the PA Program.

Public Assistance Entities

- State: State Agencies
- Tribal (examples): Seminole Tribe and Miccosukee Tribe (tribes are now eligible to act as their own grantee and are no longer required to go through a state for assistance)
- Local Governments (examples): City of Miami, Escambia County, Village of North Palm Beach, St. Johns Water Management District, Florida Memorial Colleges
- Private Non-Profits (examples): Palm Beach Maritime Museum, Miami Jewish Home and Hospital, Jupiter Christian School, Inc.

Reasons for Deobligations

• Insurance issues	31.6%	168 PWs
• Lack of supporting documentation	30.3%	170 PWs
• Actual costs less than estimated costs	22.5%	114 PWs
• Other/Misc.	9.9%	48 PWs
• Work not completed	5.3%	33 PWs
• Procurement issues	0.4%	3 PWs

**Percentages are based on deobligations in Florida, a subgrantee may have multiple reasons

Current Repayment Strategy Used by FDEM

- FDEM works closely with subgrantees to identify repayment options in the event of a deobligation.
- Deobligated funds are a debt owed to the State of Florida.
- FDEM provides in writing to the subgrantees the amount of the deobligation and instructions on repayment options.
- FDEM provides subgrantees a written invoice at least twice a year with ongoing conversations throughout the year.
- Subgrantees have three options for repayment: check, journal transfer, or repayment plan (standardized terms of 6 or 12 months depending on amount).

Case Study One – City Palm Beach

- September 25, 2004, City of Palm Beach Gardens was impacted by Hurricane Jeanne.
- The City was obligated \$1,945,821.68 for recovery projects, including debris removal.
- City was deobligated \$291,365.82 after FEMA determined the debris removal costs were not reasonable and duplication of benefits following an insurance review.
- \$291,365.82 is currently owed to the state's Smartlink account.
- FDEM invoiced the City two times and have off-set when possible.
- No additional off-setting will be available.
- Repayment by the City is the obstacle for subgrantee closeout.

Case Study Two – City of Pensacola

- September 16, 2004, the City of Pensacola was impacted by Hurricane Ivan.
- The City was obligated \$52,154,185.30 for recovery projects.
- The City was deobligated \$357,047.08 after FEMA determined the debris removal costs were not reasonable.
- August 29, 2005 the City filed a first appeal requesting reimbursement for the full amount of \$1,369,891.00.
- September 9, 2005 FEMA obligated additional PWs for \$1,327,465.48, triggering a payment in Smartlink.
- February 22, 2006 FEMA Region IV denied the first appeal.
- September 26, 2007 FEMA processed a deobligation for \$970,418.40, automatically withdrawn from the Smartlink account.
- FDEM worked with the City to “off-set” the amount from other projects within the disaster to satisfy the negative balance.
- March 25, 2010 the City filed a second appeal resulting in a favorable outcome for the City. The funds were refunded to the Smartlink account.

SMARTLINK BALANCES

<u>2004 Storms</u>	<u>Balance</u>	<u>Projected New Balance After Payments & FEMA Deobligations</u>
Charley (*90/10)	\$490,431	\$(3,313,507)
Frances (*90/10)	\$3,035,707	\$(1,288,171)
Ivan (*90/10)	\$1,020,043	\$(885,951)
Jeanne (*90/10)	\$3,601,967	\$(415,161)
<u>2005 Storms</u>	<u>Balance</u>	<u>Projected New Balance After Payments & FEMA Deobligations</u>
Dennis (*100/0)	\$2,733,129	\$878,456
Katrina (*100/0)	\$4,487,760	\$(390,477)
Wilma (*100/0)	\$19,890,510	\$(35,649,906)
<u>2007 February</u>	<u>Balance</u>	<u>Projected New Balance After Payments & FEMA Deobligations</u>
Tornadoes (*75/25)	\$2,548,885	\$(419,173)



CITY OF PALM BEACH GARDENS

10500 N. MILITARY TRAIL PALM BEACH GARDENS, FLORIDA 33410-4698
www.pbgl.com

July 26, 2013

Bryan Koon, Director of Emergency Management
2555 Shumard Oaks Boulevard
Tallahassee, FL 32399

Through:
Bob Seibert, Interim Deputy Bureau Chief
2702 Director's Row
Orlando, Row 32809

RE: FEMA disaster Number 1609-DR-FL
Department of Homeland Security, Office of Inspector General (OIG) Audit Report
Number DA-13-16

Dear Mr. Koon:

In response to the above referenced audit report (copy attached), which was received by the City of Palm Beach Gardens via email on June 12, 2013, I offer the following responses:

Recommendation #1: *Disallow \$45,372 for insurance recoveries not credited to FEMA projects unless the City can provide additional evidence showing that the insurance allocation was correct (finding A).*

City's Response: The City agrees with the audit finding, except with respect to PW #7372 and PW #7864, as explained below:

- A review of PW #7372 shows that \$1,149 was in fact deducted for insurance recoveries (see attached copy of the Project Worksheet Report). Therefore, this amount should be deducted from FEMA's questioned costs.
- An analysis of PW #7864 (copy attached) illustrates that, of the total \$17,143 for this project, the City was entitled to receive \$10,082 from FEMA for expenses not covered by insurance. If the full FEMA recommended adjustment of \$14,063 is returned, the net amount the City would realize is \$3,080; this is \$7,002 less than the City is entitled to. Accordingly, the correct adjustment to this project worksheet is \$7,061 (\$14,063 less the \$7,002 the City would be short, if the full amount is returned to FEMA).

This results in an adjusted total of \$37,221 of questioned costs, as summarized in Table 1 on the following page.

Table 1 – City’s Analysis of Insurance Related Costs

Project Number	Damaged Facility	Total Questioned Costs	Less: Adjustments to FEMA Questioned Costs (per City’s analysis)	Adjusted Total
7372	Aquatic Complex	\$10,363	\$1,149	\$9,214
7498	Marisol Park	15,362	-0-	15,362
7677	PGA National Park Facilities	5,584	-0-	5,584
7864	Gardens Park	14,063	7,002	7,061
Total		\$45,372	\$8,151	\$37,221

Recommendation #2: Disallow \$2,168 for Federal Highway Administration proceeds not credited to FEMA Project 57 unless the City can provide additional evidence showing that the Federal Highway Administration funds should not be allocated to the FEMA project (finding A).

City’s Response: The City disagrees with the audit finding. The finding states that the City received \$147,891 from the Federal Highway Administration (FHWA); in reality, the City received a total of \$151,721.74, as evidenced on the attached Detailed Damage Inspection Report. This included \$128,101.01 for debris related costs, \$3,830.93 for other repairs, and \$19,789.80 for PE/CE. The auditor did not take into account that total FHWA receipts were deducted on two (2) PW’s – PW 54 and PW 57, as follows:

- Total FHWA receipts deducted from PW 54 (copy attached) \$ 77,184.05
- Total FHWA receipts deducted from PW 57 (copy attached) 74,537.69
- Total FHWA receipts deducted from FEMA requests \$151,721.74

Recommendation #3: Disallow \$81,708 of unsupported contract charges billed for debris removal activities unless the City can provide additional evidence supporting those charges (finding B).

City’s Response: With respect to the \$28,805 billed by the contractor for reducing 9,292 cubic yards of construction and demolition debris, the City concurs with the audit finding, and will seek recovery from the contractor. However, the City disagrees with the audit finding regarding \$52,903 for disposal of the construction and demolition debris. Although this material was not reduced, it still had to be disposed. This fact is not even disputed by the auditor; in fact, on page 3 of the attached copy of the OIG audit report, Finding B includes the following statement: “The construction and demolition debris was hauled directly to a landfill owned by the Palm Beach County Solid Waste Authority”. Accordingly, the charges related to the disposal of this material are valid.

Summary

In summary, of the total amount questioned of \$129,248, the City agrees with \$66,026. Included in this amount is \$28,805 that the City will seek to recover from the contractor for incorrectly billing for reduction of construction and demolition debris. A summary of the City's response to the audit findings is summarized in Table 2 below:

Table 2 – Revised Summary of Questioned Costs

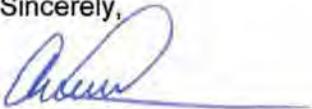
Audit Recommendation	OIG Amount Questioned	Less: Amount Disputed By City	Adjusted Audit Finding Amounts
Recommendation #1	\$45,372	(\$8,151)	\$37,221
Recommendation #2	2,168	(2,168)	-0-
Recommendation #3	81,708	(52,903)	28,805 ⁽¹⁾
Total	\$129,248	(\$63,222)	\$66,026

⁽¹⁾ Amount incorrectly billed for reduction of construction and demolition debris. The City will seek recovery of this amount from the contractor.

Thank you for the opportunity to respond to these audit comments and recommendations. The City of Palm Beach Gardens looks forward to resolving these issues as expeditiously as possible.

If you have any questions, or require any additional information, please do not hesitate to contact me.

Sincerely,



Allan Owens, CPA, CGFO
Finance Administrator

CC: Ron Ferris, City Manager

Attachments:

Department of Homeland Security, Office of Inspector General (OIG)
Audit Report Number DA-13-16
Project Worksheet Report – PW #7372
PGIT Schedule of Insurance Losses -Wilma
Analysis of PW #7864 Insurance Reimbursements
FHWA Detailed Damage Inspection Report
Ceres Environmental Services, Inc. – invoice #39783
Project Worksheet Scope of Work Continuation page – PW #54
Attachment D – Summary of Documentation of Amount Claimed
for Eligible Disaster Work – PW #57
Final Inspection Signoff Report – PW #57

EMBARGOED

This is an advance copy of a report that has not yet been made public by the DHS OIG. Your receipt of it is subject to the condition that it will not be copied, distributed or publicly discussed until:

Friday, June 14, 2013

EMBARGOED

**Department of Homeland Security
Office of Inspector General**

**FEMA Should Recover \$129,248 of Public
Assistance Grant Funds Awarded to City of Palm
Beach Gardens, Florida – Hurricane Wilma Activities**



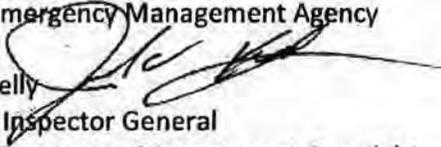


OFFICE OF INSPECTOR GENERAL
Department of Homeland Security

Washington, DC 20528 / www.oig.dhs.gov

JUN 4 2013

MEMORANDUM FOR: Major P. (Phil) May
Regional Administrator, Region IV
Federal Emergency Management Agency

FROM: John V. Kelly 
Assistant Inspector General
Office of Emergency Management Oversight

SUBJECT: *FEMA Should Recover \$129,248 of Public Assistance
Grant Funds Awarded to City of Palm Beach Gardens, Florida –
Hurricane Wilma Activities*
FEMA Disasters Number 1609-DR-FL
Audit Report Number DA-13-16

We audited Public Assistance grant funds awarded to the City of Palm Beach Gardens, Florida (City) (FIPS Code 099-54075-00). Our audit objective was to determine whether the City accounted for and expended Federal Emergency Management Agency (FEMA) grant funds according to Federal regulations and FEMA guidelines.

The City received a Public Assistance grant award of \$3.3 million from the Florida Division of Emergency Management (State), a FEMA grantee, for damages resulting from Hurricane Wilma, which occurred in October 2005. The award provided 100 percent FEMA funding for debris removal activities, emergency protective measures, and permanent repairs to buildings and other facilities. The award consisted of 9 large projects and 16 small projects.¹

We audited four large projects and six small projects with awards totaling \$2.5 million (see Exhibit, Schedule of Projects Audited). The audit covered the period October 24, 2005, to April 16, 2012, during which the City received \$2.5 million of FEMA funds. At the time of our audit, the City had completed work on all large projects and had submitted final claims to the State for large project expenditures.

We conducted this performance audit between April 2012 and February 2013 pursuant to the *Inspector General Act of 1978*, as amended, according to generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based upon our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based upon our audit objective. To conduct this audit, we

¹ Federal regulations in effect at the time of Hurricane Wilma set the large project threshold at \$57,500.



OFFICE OF INSPECTOR GENERAL
Department of Homeland Security

applied the statutes, regulations, and FEMA policies and guidelines in effect at the time of the disaster.

We judgmentally selected project costs (generally based on dollar value); interviewed City, State, and FEMA personnel; reviewed the City's procurement policies and procedures; reviewed applicable Federal regulations and FEMA guidelines; and performed other procedures considered necessary under the circumstances to accomplish our audit objective. We did not assess the adequacy of the City's internal controls applicable to its grant activities because it was not necessary to accomplish our audit objective. However, we gained an understanding of the City's method of accounting for disaster-related costs and its policies and procedures for administering activities provided for under the FEMA award.

RESULTS OF AUDIT

FEMA should recover \$129,248 of grant funds awarded to the City. Although the City generally accounted for FEMA projects according to Federal regulations and FEMA guidelines, its claim included \$129,248 of ineligible costs that were covered by insurance or by another Federal agency, or were unsupported.

Finding A: Duplication of Benefits

The City's claim included \$47,540 for activities covered by insurance proceeds and another Federal agency. Section 312(a) of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, states that no entity will receive assistance for any loss for which financial assistance has already been received from any other program, from insurance, or from any other source. We question the \$47,540 as follows:

- The City's claim included \$45,372 of project costs that were not reduced for insurance proceeds. The City received \$501,758 of insurance proceeds to cover damages to facilities and applied \$40,406 of the proceeds to reduce FEMA project costs. We reviewed the schedule of properties insured and the statement of losses that contained information related to the facility location, building number, building values for structure and contents, losses claimed under each facility, adjustments for insurance deductibles and depreciation, and insurance losses paid. Based on our analysis of the documentation, we determined that an additional \$45,372 of proceeds was for damages sustained to the facilities, but was not used to offset FEMA project costs. City officials said that they gave all insurance information to a FEMA representative who determined the amount of insurance proceeds that was applied to the projects. We question the \$45,372 as shown in table 1.



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Department of Homeland Security

Table 1. Questioned Costs – Insurance Recoveries

Project Number	Damaged Facility	Questioned Costs
7372	Aquatic Complex	10,362
7498	Marisol Park	15,362
7677	PGA National Park Facilities	5,585
7864	Gardens Park	14,063
Total		\$45,372

- The City's claim under Project 57 included \$2,168 of debris removal costs reimbursed by the Federal Highway Administration. This occurred because the FEMA inspector, during the closeout process, credited the project with an incorrect amount for Federal Highway Administration proceeds. The Federal Highway Administration reimbursed the City \$147,891 for debris work performed on Federal-aid roads. The reimbursement was for hauling and grinding 8,772 cubic yards of vegetative debris and disposing of 2,924 cubic yards of vegetative and mixed debris. However, the inspector deducted costs associated with hauling and grinding 8,652.92 cubic yards of vegetative debris, and disposing of 2,829 cubic yards of vegetative and mixed debris. This error resulted in a shortfall of \$2,168 that was not credited to the project. Therefore, we question the \$2,168.

City officials disagreed with our insurance finding, saying that a majority of the costs questioned were for damages covered by the City's insurance deductible, not insurance proceeds. They also said that the \$2,168 of costs questioned under bullet 2 was for debris removal from railways, not Federal-aid roads. However, they did not provide us with adequate documentation to support their assertions.

Finding B: Supporting Documentation

The City's claim under Project 57 included \$81,708 of unsupported contract charges for debris removal activities. Cost Principles at 2 CFR 225, *Cost Principles for State, Local, and Indian Tribal Governments*, Appendix A, Section C.1.j, state that a cost must be adequately documented to be allowable under Federal awards.

The City hired a contractor to collect and dispose of disaster-related vegetative, and construction and demolition debris. The contractor collected 121,422 cubic yards of debris, which included 112,130 cubic yards of vegetative debris and 9,292 cubic yards of construction and demolition debris. The contractor reduced the vegetative debris at a temporary site and hauled the remaining mulch to a landfill. The construction and demolition debris was hauled directly to a landfill owned by the Palm Beach County Solid Waste Authority. The contractor billed the City a total of \$1,814,998 for the debris removal work. However, the contractor's billings for mulching and disposing of the vegetative debris was based on the total 121,422



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Department of Homeland Security

cubic yards of debris collected, which included the 9,292 cubic yards of construction and demolition debris that was not reduced. Therefore, we question \$81,708 of charges incorrectly billed by the contractor, which consists of \$28,805 for mulching (\$3.10 per cubic yard × 9,292 cubic yards) and \$52,903 for disposal (\$7.75 per cubic yard × the reduced volume of 6,826.19 cubic yards).

City officials disagreed with the finding, but did not provide us with adequate documentation to cause us to change our position.

RECOMMENDATIONS

We recommend that the Regional Administrator, FEMA Region IV:

Recommendation #1: Disallow \$45,372 for insurance recoveries not credited to FEMA projects unless the City can provide additional evidence showing that the insurance allocation was correct (finding A).

Recommendation #2: Disallow \$2,168 for Federal Highway Administration proceeds not credited to FEMA Project 57 unless the City can provide additional evidence showing that the Federal Highway Administration funds should not be allocated to the FEMA project (finding A).

Recommendation #3: Disallow \$81,708 of unsupported contract charges billed for debris removal activities unless the City can provide additional evidence supporting those charges (finding B).

DISCUSSION WITH MANAGEMENT AND AUDIT FOLLOWUP

We discussed the results of our audit with City, State, and FEMA officials during our fieldwork. We also provided a draft report in advance to FEMA, State and City officials, and discussed it at the exit conference held on March 25, 2013. City officials partially agreed with our findings and recommendations. Their comments, where appropriate, are included in this report.

Within 90 days of the date of this memorandum, please provide our office with a written response that includes your (1) agreement or disagreement, (2) corrective action plan, and (3) target completion date for each recommendation. Also, please include responsible parties and any other supporting documentation necessary to inform us about the current status of the recommendation. Until we receive and evaluate your response, the recommendations will be considered open and unresolved.



OFFICE OF INSPECTOR GENERAL
Department of Homeland Security

Consistent with our responsibility under the *Inspector General Act*, we will provide copies of our report to appropriate congressional committees with oversight and appropriation responsibility over the Department of Homeland Security. We will post the report on our website for public dissemination.

Major contributors to this report are David Kimble, Eastern Regional Audit Director; William Johnson, Audit Manager; and Oscar Andino, Auditor-in-Charge.

Please call me with any questions at (202) 254-4100, or your staff may contact David Kimble, Eastern Regional Audit Director, at (404) 832-6702.



OFFICE OF INSPECTOR GENERAL
Department of Homeland Security

Exhibit

Schedule of Projects Audited

Project Number	Award Amount	Insurance Recoveries (Finding A)	Duplication of Benefits (Finding A)	Unsupported Costs (Finding B)	Total Amount Questioned
Small:					
7494	\$24,893	\$ 0	\$0	\$0	0
8033	9,240	0	0	0	0
7372	14,733	10,362	0	0	10,362
7498	22,569	15,362	0	0	15,362
7677	10,817	5,585	0	0	5,585
7864	17,143	14,063	0	0	14,063
Large:					
8040	62,500				
2629	425,297	0	0	0	0
54	190,524	0	0	0	0
57	1,762,888	0	2,168	81,708	83,876
Total	\$2,540,604	\$45,372	\$2,168	\$ 81,708	\$129,248



OFFICE OF INSPECTOR GENERAL
Department of Homeland Security

Appendix

Report Distribution

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Federal Emergency Management Agency

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Audit Liaison, FEMA (Job Code G-12-030)

State

Director, Florida Division of Emergency Management
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Subgrantee

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Congress

Senate Committee on Appropriations, Subcommittee on Homeland Security
Senate Committee on Homeland Security and Governmental Affairs
House Committee on Appropriations, Subcommittee on Homeland Security
House Committee on Homeland Security
House Committee on Oversight and Government Reform

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To obtain additional copies of this document, please call us at (202) 254-4100, fax your request to (202) 254-4305, or e-mail your request to our Office of Inspector General (OIG) Office of Public Affairs at: DHS-OIG.OfficePublicAffairs@oig.dhs.gov.

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To expedite the reporting of alleged fraud, waste, abuse or mismanagement, or any other kinds of criminal or noncriminal misconduct relative to Department of Homeland Security (DHS) programs and operations, please visit our website at www.oig.dhs.gov and click on the red tab titled "Hotline" to report. You will be directed to complete and submit an automated DHS OIG Investigative Referral Submission Form. Submission through our website ensures that your complaint will be promptly received and reviewed by DHS OIG.

Should you be unable to access our website, you may submit your complaint in writing to: DHS Office of Inspector General, Attention: Office of Investigations Hotline, 245 Murray Drive, SW, Building 410/Mail Stop 2600, Washington, DC, 20528; or you may call 1 (800) 323-8603; or fax it directly to us at (202) 254-4297.

The OIG seeks to protect the identity of each writer and caller.

PROJECT WORKSHEET REPORT

DECLARATION NO. FEMA-FL - DR1609

PREPARED DATE 04/17/2006

FIPS NO. 099-54075-00

REPORT DATE 08/31/2007 09:27

APPLICANT NAME PALM BEACH GARDENS, CITY OF

SUBDIVISION

INF TYPE INF
 NON-INF
 REC

FEMA PW # 7372 VSN 3 REF# PAL8237

SITE NUMBER 1 - SCOPE OF WORK

*****WORK COMPLETED*****

- FIRST AID BLDG./GUARD BLDG. - THE 12' X 18' (APPROX. 216 SF) FLAT, ROLLED ROOF WAS REPLACED;
- 216 SF OF R-19 INSULATION WAS REPLACED;
- A 4' X 8' PIECE OF DRYWALL CEILING WAS REPAIRED;
- THE CEILING FAN WAS NOT REPLACED, BUT A 2' X 4' FLORESCENT FIXTURE WAS ADDED, AND;
- THE FRAMES AND COVERS ON TWO VINYL AWNINGS ON THE NORTH AND WEST SIDES WERE REPAIRED;
- APPROX. 60 LF OF BLACK ALUMINUM FENCING (4' HIGH) WAS REPAIRED AS NECESSARY;
- THE CHAIN LINK FABRIC ON THE BLEACHER AT THE NEW POOL AREA WAS RE ATTACHED TO THE HANDRAIL WITH WIRE TIES.

*****WORK TO BE COMPLETED*****

- THE SHADE STRUCTURE (FRAME AND FABRIC) SOUTH OF THE FIRST AID/GUARD BLDG. WILL BE REPLACED AND ATTACHED TO THE 6 MAIN POLES (EXISTING).

NOTE: THE CEILING REPAIR AT THE FIRST AID/GUARD BLDG. WAS DONE BY A CONTRACTOR BUT AN INVOICE WAS NOT AVAILABLE AS OF THIS DATE. IN LIEU OF THIS INVOICE, AN ESTIMATE FOR THESE REPAIRS WAS BASED ON DISCUSSIONS WITH THE APPLICANT.

THERE ARE NO OPPORTUNITIES FOR HAZARD MITIGATION BECAUSE THE WORK HAS EITHER BEEN COMPLETED OR MATERIALS HAVE ALREADY ORDERED; SOME MITIGATION THROUGH CONFORMANCE TO CODES. AWNING AND FENCE REPAIRS WILL CONFORM TO FLORIDA BUILDING CODES, T. HIGGINS, MITIGATION SPECIALISTS.

COST ESTIMATE

ITEM	VSN	CODE	MATERIAL AND/OR DESCRIPTION	UOM	QTY	UNIT PRICE	COST
1	0	0000	WORK COMPLETED	0	0	\$0.00	\$0.00
2	0	9003	ROOF CONTRACT COSTS	LS	1	\$5,870.00	\$5,870.00
3	0	9999	CEILING REPAIR TO GUARD BLDG (EST)	LS	1	\$470.00	\$470.00
4	0	0000	WORK TO BE COMPLETED	0	0	\$0.00	\$0.00
5	0	9999	BPI SHADE STRUCTURE QUOTE	LS	1	\$8,393.00	\$8,393.00
6	0	5901	INSURANCE PROCEEDS (ANTICIPATED)	LS	1	\$-1,149.00	(\$1,149.00)

PROJECT WORKSHEET REPORT

DECLARATION NO. FEMA-FL - DR1609

PREPARED DATE 04/17/2006

FIPS NO. 099-54075-00

REPORT DATE 08/31/2007 09:27

APPLICANT NAME PALM BEACH GARDENS, CITY OF

INF TYPE INF
 NON-INF
 REC

SUBDIVISION

FEMA PW # 7372 VSN 3 REF# PAL8237

COST ESTIMATE

ITEM	VSN	CODE	MATERIAL AND/OR DESCRIPTION	UOM	QTY	UNIT PRICE	COST	
7	3	9090	COST SHARE CHANGE	LS	1	\$13,584.00	\$13,584.00	
Eligible Amounts:							Total (this version)	\$13,584.00
							Total Oblig To Date	\$13,584.00
							Unobligated + Obligated	\$13,584.00
							Federal Share for Obligated and Unobligated	\$13,584.00

SPECIAL CONSIDERATIONS

- 1 Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc.)? Yes No Unsure
- 2 Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? Yes No Unsure
- 3 Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? Yes No Unsure
- 4 Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use or function)? Yes No Unsure
- 5 Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? Yes No Unsure
- 6 Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? Yes No Unsure
- 7 Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? Yes No Unsure
- 8 Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? Yes No Unsure
- 9 Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? Yes No Unsure

REQUIRED INSURANCE

Insurance Type	Policy No.	Bldg/Property Amt	Bldg/Prprty Duration	Content Amt	Content Duration	Insurance Amt
General	SHADE STRUCTURES	\$5,870.00		\$0.00		\$5,870.00
Deductible Amt :		\$0.00				
General	FIRST AIDE BLDG	\$8,393.00		\$0.00		\$8,393.00
Deductible Amt :		\$0.00				

Member Loss Review

PALM BEACH GARDENS-WILMA

Key	Loss Date	Claim#	Unit / Covg	Location	Damaged Area	Under/ Uninsured	Scheduled Value	PGIT Member Gross Loss	Member Dedz	PGIT Member Location Ded	PGIT Payable To Memb	Windstorm Ded	
14204	10/24/2005	PROP087035	001	City Hall	ROOF	0.00	3,600,140	60,000	3.00%	0.00	108,004	0	60,000
17145	10/24/2005	097701	002	Golf Course Club House	ROOF	0.00	720,000	34,470	3.00%	0.00	21,800	12,870	21,600
14212	10/24/2005	096907	007	Fire Station #3	ROOF	0.00	1,903,530	1,500	3.00%	0.00	57,105	0	1,500
14205	10/24/2005	096908	008	Police Station	ROOF	0.00	3,888,790	2,500	3.00%	0.00	110,884	0	2,500
14206	10/24/2005	096909	011	Fire Station #1	ROOF/EXTERIOR	0.00	1,366,990	4,097	3.00%	0.00	41,010	0	4,097
16994	10/24/2005	097893	014	Public Works Office	ROOF	0.00	581,880	89,950	3.00%	0.00	17,456	72,494	17,456
14213	10/24/2005	096910	017	Storage & Pressbox	ROOF	0.00	4,456	4,100	3.00%	0.00	134	3,956	134
14215	10/24/2005	096911	018	New Restrooms	ROOF	0.00	64,654	1,500	3.00%	0.00	1,940	0	1,500
17305	10/24/2005	099908	020	Dugouts	ROOF	0.00	10,609	2,500	3.00%	0.00	318	2,182	318
16979	10/24/2005	096912	021	Batting Cage	BATTING CAGE	-3,057.80	3,652	7,075	3.00%	0.00	121	3,897	121
16980	10/24/2005	096913	022	Field Lighting	LIGHTS	-30,834.40	42,436	127,514	3.00%	0.00	1,400	45,279	1,400
16985	10/24/2005	096915	025	Recreation Storage Bldg.	ROOF	0.00	65,878	13,500	3.00%	0.00	1,976	11,524	1,976
14207	10/24/2005	096917	026	Baseball Field Lightning	LIGHTING	0.00	424,350	181,939	3.00%	0.00	12,731	169,208	12,731
14208	10/24/2005	096918	031	Baseball Field Fencing	FENCE	0.00	190,962	19,792	3.00%	0.00	5,729	14,063	5,729
14209	10/24/2005	096920	032	Foul Ball Netting	NETTING	0.00	106,090	1,433	3.00%	0.00	3,183	0	1,433
16981	10/24/2005	096922	037	Pool Equipment	EQUIP & LIGHTING	0.00	275,000	1,500	3.00%	0.00	8,250	0	1,500
17106	10/24/2005	097598	038	Pool Complex Shade Structures & Fencing	SHADES/FENCING/AWN INGS	0.00	80,000	12,763	3.00%	0.00	2,400	10,353	2,400
16982	10/24/2005	096923	040	Community Center	ROOF	0.00	2,802,250	15,000	3.00%	0.00	84,068	0	15,000
16983	10/24/2005	096924	041	Concession Bldg @ Pool	ROOF	0.00	10,457	2,450	3.00%	0.00	314	2,138	314
17306	10/24/2005	099909	045	Storage & Announcers Stand	ROOF/WINDOW & SCRE EN	0.00	18,745	4,528	3.00%	0.00	562	3,964	562
16984	10/24/2005	096925	046	Tennis Court Lighting	LIGHTING	-43,289.70	26,253	72,168	3.00%	0.00	866	28,012	866
16993	10/24/2005	096926	048	Tennis Court Fencing	FENCING	0.00	10,609	1,938	3.00%	0.00	318	1,620	318
14210	10/24/2005	096927	052	Fire Station #4	ROOF	0.00	1,682,000	2,250	3.00%	0.00	50,460	0	2,250
14211	10/24/2005	096928	053	Recreation Center	ROOF	0.00	850,675	26,253	3.00%	0.00	25,520	733	25,520
16986	10/24/2005	096929	056	Ballfield Lighting	LIGHTING	0.00	26,523	2,028	3.00%	0.00	796	1,232	796
16987	10/24/2005	096930	059	Ballfield Fencing	FENCING	0.00	15,914	3,306	3.00%	0.00	477	2,829	477
16988	10/24/2005	096931	061	Field Lighting	LIGHTING	0.00	150,000	18,175	3.00%	0.00	4,500	13,675	4,500
17307	10/24/2005	099910	063	Tennis Courts - 4 w/fencing/Lighting	LIGHTING	0.00	400,000	76,576	3.00%	0.00	12,000	64,576	12,000

PW 7867

FEMA Disaster Number 1609-DR-FL
OIG Audit Report Number DA-13-13

Supporting Documentation For Recommendation #1 - Insurance Reimbursements

Analysis of Insurance Reimbursement - PW 7864

Net cost covered by FEMA, if
Recommendation #1 is implemented:

Total costs submitted on PW	\$ 17,143	
Less: FEMA recommended adjustment	<u>(14,063)</u>	
Net costs that would be covered by FEMA (after deducting insurance)		\$ 3,080

However, costs covered by FEMA should equal the following
items not covered by insurance:

Bleachers	3,375	
Bleacher anchors	774	
Labor	204	
Deductible for fencing ⁽¹⁾	<u>5,729</u>	<u>10,082</u>

Amount City would be <u>short</u> if Recommendation #1 is implemented	(7,002)
Total FEMA recommended adjustment	<u>14,063</u>
<u>Actual</u> adjustment for insurance proceeds	<u>\$ 7,061</u>

⁽¹⁾ Copy of insurance Statement of Loss attached



U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number	WI93-028
Sheet	1 of 1
FHWA Disaster Number	FL-06-01
Inspection Date	1-26-06
Federal-aid Route Number	Various
State	County
FL	93-Palm Beach

Location (Name of Road and Milepost)
Federal-aid highways within the City of Palm Beach Gardens.

Description of Damage
Debris removal due to Hurricane Wilma.

Cost Estimate

Emergency Repair	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
					Completed	Remaining	
	Hauling	CY	\$8.92	8,772	\$78,246.86		
	Mulching	CY	\$3.10	8,772	\$27,193.00		
	Final disposal (Based on 3:1 reduction)	CY	\$7.75	2,924	\$22,661.15		
	Generator on Lighthouse Drive (by FEC)				\$412.04		
	Gate repair-Lighthouse Dr. (FEC)				\$3,418.89		
	Estimated 15% for monitoring. (Staging area on vacant lot.)						
	Method				Subtotal	\$131,931.94	
	<input type="checkbox"/> Local Forces	<input type="checkbox"/> State Forces	<input checked="" type="checkbox"/> Contract		PE/CE	\$19,789.80	
	Emergency Repair Total						\$151,721.74

Permanent Restoration	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
	Note: original signed on 1-26-06. Revision made on 2-22-06 to add FEC costs.					
	Method				Subtotal	
	<input type="checkbox"/> Local Forces	<input type="checkbox"/> State Forces	<input checked="" type="checkbox"/> Contract		PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation	<input checked="" type="checkbox"/> Categorical Exclusion	<input type="checkbox"/> E/AEIS	Estimated Total	\$151,721.74
Recommendation	<input checked="" type="checkbox"/> Eligible	<input type="checkbox"/> Ineligible	FHWA Engineer	Date <i>revised on 2/22/06</i>
Concurrence	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<i>Nahir BeTizio</i> State Engineer	Date 1-26-06
Concurrence	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<i>William Wang</i> Local Agency Representative	Date 1-26-06



Services, Inc

INVOICE

Invoice Number:

89783

Emergency Management • Environmental Consulting • Demolition and Recycling • Wood Waste Reduction

Invoice Date:

Dec 6, 2005

3825 85th Avenue North
 Brooklyn Park, MN 55443
 Phone (763) 425-8822
 Fax (763) 493-9103
 Toll Free (800) 218-4424
 www.ceresenvironmental.com

Sold To:

City of Palm Beach
 10500 North Military Trail
 Palm Beach Gardens, FL 33410

Customer ID	Customer PO	Payment Terms	
PALMBE		Net 30 Days	
Sales Rep	Shipping Method	Ship Date	Due Date
	US Mail		1/5/06

Quantity	Item	Description	Unit Price	Extension
121,421.97		Cubic yards of debris removal for City of Palm Beach Gardens from 10/26 to 12/6	8.92	1083,083.97
cy				
72HR 18,877.39		\$ 168,403.98 102,357.54		
Nov 72 91,120.18		\$ 812,792.01 \$ 837,495.93		
Nov 72 2,769.50		\$ 24,703.92 823,542.39		
JHWK 8,652.92		\$ 77,184.05		

Subtotal 1,083,083.97
 Sales Tax
 Total Invoice Amount 1,083,083.97
 Payment Received
 TOTAL 1,083,083.97

Minnesota • Texas • California • Puerto Rico

823,542.39
 PW 57 Cost ~~\$ 837,495.93~~
 Total 72HR 102,357.54
 102,357.54

PROJECT WORKSHEET - Scope of Work Continuation page

DISASTER NO.				PW NO. & VERSION	DATE	PA ID / FIPS NO.	CATEGORY
FEMA	1609	DR	FL	54 CV1	2-Jun-09	099-54075-00	A

APPLICANT	COUNTY
Palm Beach Gardens, City of	Palm Beach

Scope of Work Continued

INSPECTION RESULTS:

Force Account Labor: Obligated amount was \$2,000. Actual cost was \$7,647.25.

Force account labor summary records were 100 % (17 of 17) validated to ensure that all regular time was documented and that each employee was eligible for overtime. There were no discrepancies found in the 100% sample validated. A sampling of supporting documentation is included in the backup documentation. The closeout team reviewed applicant overtime policy and benefits calculations. Exempt and non exempt employees were included in the overtime expenses. Applicant pay policy was examined and is included in the backup documentation. The difference between the obligated amount and the actual amount is \$5,647.25 due to incorrect tally of the FA summary record. This was corrected at closeout. FA Labor has an over-run of \$5,647.25.

Force Account Equipment: Obligated amount was \$3,000.00. Actual cost was \$315.53.

Force account equipment summaries were reviewed along with employees' daily tracking sheet and timesheet. Supporting documentation is included in the backup documentation. 100% (8 of 8) of equipment usage and cost codes were verified. There were no discrepancies found in the 100% sample validated. The difference between the obligated amount and the actual amount is \$2,684.47 due to the final tally of all equipment operators and hours at closeout. FA equipment has an under-run of \$2,684.47.

Contracted Work: Obligated amount was \$173,203.59. Actual cost was \$182,561.24. The closeout team reviewed the applicant's procurement policy and verified that all conditions were met. The team reviewed 100% of contractor's invoices and verified endorsed checks/proof of payment paid on 100% of the invoices. There was an over-run of \$9,357.65 for contracted work due to a final tally of all invoices.

FHWA: FHWA reimbursement was \$151,721.74. This cost was deducted in its entirety from DR 1609 PW 57. \$77,184.05 was deducted from invoice # 39783 and the balance of \$74,537.69 was deducted from PW 57 with no net effect on this PW.

Ceres Environmental Services was the primary debris removal contractor. The contractor hauled vegetative debris to the City's own temporary debris staging and reduction site (TSDRS) located at the intersection of Hood Drive and the Florida Turnpike (26.86594N/ -80.1298W). C&D debris was taken to a TSDRS called Ashfield (26.77794 N/ -80.13169W) located at Dyer Blvd. Park and the Florida Turnpike. Maps of both sites are included in the Federal File at the FRO.

The following were charged:

121,421.97 CY for debris removal @ \$6.92/CY was \$1,083,083.97 (92,325.38 CY, for the NON -72hr PW and 20,443.67 CY was included in this PW; the balance of 8,652.92 CY was FHWA.

The Solid Waste authority (SWA) of Palm Beach County operates the Ashfield site and the applicant has an inter-local agreement with Solid Waste Authority of Palm Beach. A copy is in the Federal File at the FRO.

The applicant used Areotek to monitor its debris operations. All monitoring cost was included in PW 57.

Contractor's Truck Certifications: 10% (8 out of 71) have been validated, zero discrepancies have been found.

Contractor's Load Tickets: 10% (348 out of 3,450) load tickets have been validated, zero discrepancies have been found.

Ceres Environmental Services removed 121,421.97 CY of debris during this period.

The Contractor has removed debris from private roads and gated communities. See Resolution 111,2005 dated 07/26/05 (Included in backup documentation) that states that the City of Palm Beach Gardens ensured that disaster recovery and debris removal services are provided to all residents of the City of Palm Beach Gardens, including those within gated and/or private communities.

An authorization letter from the FDEP has been attached to the JCT Package.

Debris was reduced at a 3.5 to 1 ratio before hauled to final disposal. The Closeout Specialist has determined this to be a reasonable rate of reduction.

Continue on next page.....

PREPARED BY: Marcia Henry-Day

received
8/03/09

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
ATTACHMENT D
SUMMARY OF DOCUMENTATION OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK (SOD)**

Date: 8-Jun-09

Subgrantee: Palm Beach Gardens, City of FIPS#: 099-54075-00
 Disaster #: 1609 Project Worksheet (PW)#(s): 57-5

Applicant's Reference # (Warrant, Voucher, Claim or Schedule #)	Delivery Date of articles or performance of services.	DOCUMENTATION List Documentation (Applicant payroll, material out of applicant stock, applicant-owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant Eligible Costs (\$\$\$)
	10/05 to 02/06	LBFH	\$ 14,269.90
	11/3/05 to 11/10/05	John Deere	\$ -
	11/06/2005	Smith Bros Contracting	\$ 1,919.20
	01/06/2006	Barnett Management	\$ 1,188.25
	12/16/2005	Aldrich Rent-All	\$ 813.00
	01/06 to 02/06	Murray Logan Construction Inc	\$ 1,535.00
		Total Maintenance Building Services Inc.	\$ 372,855.76
	12/05 to 03/06	Ceres Environmental	\$ 1,287,192.30
	02/16/2006	Waste Management	\$ 599.88
	11/05 to 02/06	AEROTEK E & E	\$ 95,679.52
	12/05/2006	Solid Waste Authority	\$ 19,209.60
	10/27/2005	Sunbelt Rental	\$ 400.00
		FHWA	\$ (74,537.69)
	10/24/05 to 11/13/05	FA Labor	\$ 26,221.79
	10/24/05 to 11/13/05	FA Equipment	\$ 15,541.78
Page Subtotal			\$ 1,762,888.29
Current Expenditure Request (All Pages)			\$ 1,762,888.29
Total PW Amounts for all Approved Versions			\$ 1,855,034.10
Over or Under Run (Final SOD Only)			\$ (92,145.81)

Final Inspection Signoff Report - Continuation Page

Disaster No.				PW No. and Version No.		Date	PA ID / FIPS No.	Category
FEMA	1609	DR	FL	57	CV5	8-Jun-09	099-54075-00	A

Applicant	County
Palm Beach Gardens, City of	Palm Beach

Comments (continued from Final Inspection Signoff Report)

BACKGROUND:

This PW reimburses costs for contracted work, FA labor cost and FA equipment cost for the City of Palm Beach Gardens' debris removal town wide.

INSPECTION RESULTS:

Force Account Labor: Obligated amount was \$21,000. Actual cost was \$26,221.79

Force account labor summary records were 22.22 % (8 of 36) validated to ensure that all regular time was documented and that each employee was eligible for overtime. There were no discrepancies found in the 22.22% sample validated. A sampling of supporting documentation is included in the backup documentation. The closeout team reviewed applicant overtime policy and benefits calculations. Exempt and non exempt employees were included in the overtime expenses. Applicant pay policy was examined and is included in the backup documentation. The difference between the obligated amount and the actual amount is \$5,221.79 due to omission of 4 employees' hours from the PW. In addition, the FA Labor Summary was incorrectly tallied. These were corrected at closeout. FA Labor has an over-run of \$5,221.79. FA Labor has an over-run of \$5,221.79.

Force Account Equipment: Obligated amount was \$0.00. Actual cost was \$15,541.78.

Force account equipment summaries were reviewed along with employees' daily tracking sheet and timesheet. Supporting documentation is included in the backup documentation. 20% (10 of 40) of equipment usage and cost codes were verified. There were no discrepancies found in the 20% sample validated. The difference between the obligated amount and the actual amount is \$15,541.78 due to omission of all equipment operators and hours from the original PW. FA equipment has an over-run of \$15,541.78.

Contracted Work: Obligated amount was \$1,834,034.10. Actual cost was \$1,795,662.41. The closeout team reviewed the applicant's procurement policy and verified that all conditions were met. The team reviewed 100% of contractor's invoices and verified endorsed checks/proof of payment paid on 100% of the invoices. There was an under-run of \$38,371.69 for contracted work due to adjustments on invoices.

FHWA: PW amount was \$0.00 and the actual cost was \$151,721.74. FHWA has an under-run of \$74,537.69. The Applicant received a total of \$151,721.74 from the FHWA related to debris removal. \$77,184.05 was deducted from invoice #39783 of this JCT and the remaining \$74,537.69 was deducted in its entirety from this PW to eliminate duplication of benefits.

Ceres Environmental Services was the primary debris removal contractor. The contractor hauled vegetative debris to the City's own temporary debris staging and reduction site (TSDRS) located at the intersection of Hood Drive and the Florida Turnpike (26.86594N/ -80.1298W). C&D debris was taken to a TSDRS called Ashfield (26.77794 N/ -80.13169W) located at Dyer Blvd. Park and the Florida Turnpike. Maps of both sites are included in the Federal File at the FRO.

The following were charged:

- 121,421.97 CY for debris removal @ \$8.92/CY was \$1,083,083.97 (92,325.38 CY was included in this PW, 20,443.67 CY was included in the 72hr PW and the balance of 8,652.92 CY was FHWA).
- 121,421.97 CY of grinding @ \$3.10/CY was \$376,408.11(all charges included in PW 57 for 72hrs and Non 72hrs costs)
- 425,550.00 Square feet of site restoration @ \$0.12/sqft was \$51,066.00
- Using the stump conversion table, 24in to 4.1CY x 14 stumps is 57.4CY x \$19.77(Removal \$8.92+ Grinding \$3.10 + Disposal \$7.75) is \$1,134.80. A deduction was made from invoice# 39886 for \$2,505.20. See also FEMA Publication 325 on Hazardous Tree Stumps
- 242 hrs for Loading of mulch @ \$120.00/hr was \$29,040.00

Continue on next page.....

Math calculations for FHWA is correct
 FHWA \$151,721.74
 PW 54 -\$77,184.05
 PW 57 -\$74,537.69
 Balance \$0.00



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

December 15, 2015

Ms. Linda Nipper
Administrative Services Director
DeSoto County
201 East Oak Street, Suite 201
Arcadia, Florida 34266

FEMA-1539-DR-FL
FIPS No. 027-99027-00

Re: Fourth Request for Reimbursement of Overpaid Funds in the amount of \$ 1,154,824.80

Dear Ms. Nipper:

The Florida Division of Emergency Management (Grantee) has performed a financial reconciliation of DR-1539, Hurricane Charley. This reconciliation has found that \$1,154,824.80 have been overpaid due to project underruns or deobligations.

The Disaster Relief Funding Agreement (attached), ARTICLE XI, Reimbursement of Funds, specifies that the "Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination."

When the Federal Emergency Management Agency reduces funding for a Subgrantee's projects, those funds are immediately withdrawn from the Grantee's account (SmartLink). Repayment of these funds is critical to the overall Public Assistance Program. If not repaid timely, there may not be enough available funding to cover the eligible work of other subgrantees.

We have enclosed documentation supporting our findings and invoice number DeS-1539-R34-A-4 is our formal request for repayment. We request that you process the invoice attached within the standard forty-five (45) days per State guidelines.

Please address your refund by January 29, 2016 in the amount of \$ 1,154,824.80 to:

Florida Division of Emergency Management
Attn: FDEM "Cashier"
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Ms. Linda Nipper
December 15, 2015
Page Two

If you have any questions regarding this Reimbursement Request, please contact Pam Hughes, Public Assistance Grants Supervisor, at (850) 487-2032 or via e-mail at Pam.Hughes@em.myflorida.com.

Sincerely,



For Bryan W. Koon, Director
Governor's Authorized Representative

BWK/ER/srn

Enclosure: Invoice, Previous Requests, Funding Agreement

INVOICE

STATE OF FLORIDA



Division of Emergency Management

Date: Dec 15, 2015

Invoice #: DeS-1539-R34-A-4

To: DeSoto County (FIPS: 027-99027-00)

201 East Oak Street, Suite 201

Arcadia, Florida 34266

Projects:

Disaster	PW #	Federal Share	Admin	State Share	Waiver Share	Line Item Total
1539	119	(\$353,305.50)	(\$18,179.51)	(\$17,726.95)	(\$17,727.03)	(\$406,938.99)
1539	120	(\$11,285.92)	\$0.00	\$0.00	\$0.00	(\$11,285.92)
1539	2406	(\$317,178.94)	(\$1,762.09)	(\$17,621.05)	(\$17,621.05)	(\$354,183.13)
1539	98	(\$342,551.35)	(\$1,804.14)	(\$19,030.63)	(\$19,030.64)	(\$382,416.76)
SubTotal:						(\$1,154,824.80)

Total:

Make checks payable to State of Florida for total amount of: **\$1,154,824.80**



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

May 2, 2014

Ms. Linda Nipper, Admin Services Director
Desoto County
201 East Oak Street
Arcadia, Florida 34266

FEMA-1539-DR-FL
FIPS No. 027-99027-00

Re: Third Request for Reimbursement of Overpaid Funds in the amount of \$1,154,824.81

Dear Ms. Nipper:

The Florida Division of Emergency Management (Grantee) has performed a financial reconciliation of DR-1539, Hurricane Charley. This reconciliation has found that \$1,154,824.81 have been overpaid due to project underruns or deobligations.

The Disaster Relief Funding Agreement (attached), ARTICLE XI, Reimbursement of Funds, specifies that the "Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination."

When the Federal Emergency Management Agency reduces funding for a Subgrantee's projects, those funds are immediately withdrawn from the Grantee's account (SmartLink). Repayment of these funds is critical to the overall Public Assistance Program. If not repaid timely, there may not be enough available funding to cover the eligible work of other subgrantees.

We understand that you have an active appeal on some of the projects involved in this overpayment, with a determination still pending from FEMA. Unfortunately, due to FEMA's immediate withdrawal policy (above), we have no choice but to seek repayment of these funds immediately. In the event of a favorable determination on the appeal, DEM will process a payment upon reinstatement of funding by FEMA.

We have enclosed documentation supporting our findings and invoice number DeS-1539-R34-A-OS-3 is our formal request for repayment. We request that you process the invoice attached within the standard forty-five (45) days per State guidelines.

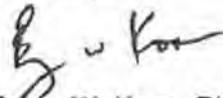
Ms. Linda Nipper
May 2, 2014
Page Two

Please address your refund by July 7, 2014 in the amount of \$1,154,824.81 to:

Florida Division of Emergency Management
Attn: FDEM "Cashier"
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

If you have any questions regarding this Reimbursement Request, please contact Pam Hughes, Public Assistance Grants Supervisor, at (850) 487-2032 or via e-mail at Pam.Hughes@em.myflorida.com.

Sincerely,



Bryan W. Koon, Director
Governor's Authorized Representative

BWK/ER/ah

Enclosure: Invoice, Previous Requests, Funding Agreement

INVOICE

STATE OF FLORIDA



Division of Emergency Management

Date: May 2, 2014

Invoice #: DeS-1539-R34-A-2

To: DeSoto County (FIPS: 027-99027-00)

201 East Oak Street, Suite 201

Arcadia, Florida 34266

Projects:

Disaster	PW #	Federal Share	Admin	State Share	Waiver Share	Line Item Total
1539	119	(\$353,305.50)	(\$18,179.51)	(\$17,726.95)	(\$17,727.03)	(\$406,938.99)
1539	120	(\$11,285.92)	\$0.00	\$0.00	\$0.00	(\$11,285.92)
1539	2406	(\$317,178.94)	(\$1,762.10)	(\$17,621.05)	(\$17,621.05)	(\$354,183.14)
1539	98	(\$342,551.35)	(\$1,804.14)	(\$19,030.63)	(\$19,030.64)	(\$382,416.76)
SubTotal:						(\$1,154,824.81)

Total:

Make checks payable to State of Florida for total amount of: \$1,154,824.81



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

April 11, 2012

DeSoto County
Attn: Linda Nipper
201 East Oak Street, Suite 201
Arcadia, FL 34266

Re: Revision of Overpayment

Dear Ms. Nipper:

The attached invoice is a revision of the previous invoice you received for overpayment made on Hurricane Charley: FEMA-DR-1538 FL (see attachment)

Please remit to the State of Florida: \$1,154,824.80

Division of Emergency Management
5900 Lake Ellenor Drive
Orlando, FL 32809-4834
Attention: Renee Singh, Deputy State Public Assistance Officer of Finance

Please contact Renee Singh via e-mail, Renee.Singh@em.myflorida.com or by phone at 407-858-2761, should you have any questions or need any additional information.

Respectfully,

Charles Shinde
Deputy Bureau Chief
Florida Division of Emergency Management

Attachment:

CS/tca

INVOICE

STATE OF FLORIDA



Division of Emergency Management

Date: Apr 11, 2012

Invoice #: 34

To: DeSoto County (FIPS: 027-99027-00)

201 East Oak Street, Suite 201

Arcadia, FL 34266

Disaster	PW #	Federal Share	Admin	State Share	Waiver	Line Item Total
1538	98	\$342,651.35	\$1,804.14	\$19,030.83	\$19,030.84	\$382,416.76
1538	119	\$358,650.00	\$18,197.54	\$19,808.32	\$19,808.33	\$414,364.19
1538	120	\$11,285.92	\$0.00	\$0.00	\$0.00	\$11,285.92
1538	2018	\$0.00	\$0.00	(\$1,901.12)	(\$1,901.05)	(\$3,802.17)
1539	2022	(\$3,244.50)	(\$18.03)	(\$180.25)	(\$180.25)	(\$3,623.03)
1539	2408	\$317,178.94	\$1,782.08	\$17,821.05	\$17,821.05	\$354,183.13
SubTotal						\$1,154,824.80
Make checks payable to <u>State of Florida</u> for total amount of:						\$1,154,824.80

State of Florida Public Assistance, 5900 Lake Ellenor Drive, Orlando, FL 32809-4634
 Phone (407) 858-2761 Fax (407) 858-4429 renee.singh@em.myflorida.com



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

March 9, 2012

DeSoto County
Attn: Linda Nipper
201 E. Oak Street Suite 201
Arcadia, FL 34266

Re: Overpayment

Dear Ms. Nipper:

The attached invoice is in reference to an overpayment for Hurricane Charley:
FEMA-DR-1539-FL. (see attachment)

Please remit to the State of Florida: \$1,158,447.83 at:

Division of Emergency Management
5900 Lake Ellenor Drive
Orlando, FL 32809-4634
Attention: Renee Singh,
Deputy State Public Assistance Officer of Finance

Please contact Renee Singh via e-mail, Renee.Singh@em.myflorida.com or by phone
407-858-2761 should you have any questions or need any additional information.

Respectfully,

Charles Shinkle
Deputy Bureau Chief
Division of Emergency Management

Attachment: CS/tca

INVOICE

STATE OF FLORIDA



Division of Emergency Management

Date: Mar 9, 2012

Invoice #: 34

To: DeSoto County (FIPS: 027-99027-00)

201 East Oak Street, Suite 201

Arcadia, FL 34266

Disaster	PW #	Federal Share	Admin	State Share	Waiver	Line Item Total
1539	98	\$342,551.35	\$1,804.14	\$19,030.83	\$19,030.84	\$382,416.76
1539	119	\$358,560.00	\$18,197.54	\$19,808.32	\$19,808.33	\$414,364.19
1539	120	\$11,285.92	\$0.00	\$0.00	\$0.00	\$11,285.92
1539	2016	\$0.00	\$0.00	(\$1,901.12)	(\$1,901.06)	(\$3,802.17)
1539	2408	\$317,178.94	\$1,782.09	\$17,621.05	\$17,621.05	\$354,183.13
SubTotal						\$1,158,447.83
Make checks payable to <u>State of Florida</u> for total amount of:						\$1,158,447.83

State of Florida Public Assistance, 5900 Lake Ellenor Drive, Orlando, FL 32809-4634

Phone (407) 858-2761 Fax (407) 858-4429 renee.singh@em.myflorida.com

Payment #34: Project 98 (L - Cat B)

DeSoto County

	Eligible	Federal	Admin	State	Waiver	
Obligated & Approved						
Version 0 (Large) - Initial Obligation <i>System Administrator - Oct 6, 2004</i>	\$608,595.05	\$454,946.29	\$12,587.25	n/a	n/a	
Version 1 (Large) - Federal Share Change <i>System Administrator - Oct 19, 2004</i>	\$0.00	\$90,989.26	\$0.00	n/a	n/a	
Version 2 (Large) - Eligible Amount Change <i>Ranee Singh - Sep 15, 2009</i>	(\$404,074.56)	(\$363,667.10)	(\$2,020.37)	n/a	n/a	
Version 3 (Large) - Eligible Amount Change <i>Ranee Singh - Jan 4, 2012</i>	\$23,461.94	\$21,115.75	\$117.31	n/a	n/a	
	<u>\$225,982.43</u>	<u>\$203,384.20</u>	<u>\$10,664.19</u>	<u>\$11,299.12</u>	<u>\$11,299.11</u>	
Justified by RFRs (100.0%)						
RFR #1 - Expense Approval <i>System Administrator - Apr 18, 2005</i>	\$6,595.05					
RFR #2 - Expense Approval <i>System Administrator - Apr 18, 2005</i>	\$600,000.00					
Reversal of Overrun	-\$380,612.62					
	<u>\$225,982.43</u>	<u>\$203,384.20</u>	<u>\$10,664.19</u>	<u>\$11,299.12</u>	<u>\$11,299.11</u>	
Previous Payments						
Payment #1 <i>System Administrator - Feb 1, 2005</i>		\$450,000.00	\$12,455.36	\$30,000.00	\$0.00	
Payment #13 <i>Bill Owens - Mar 11, 2005</i>		\$85,835.55	\$32.96	\$329.75	\$0.00	
Payment #23 <i>Bill Owens - Oct 4, 2005</i>		\$0.00	\$0.00	\$0.00	\$30,329.75	
		<u>-\$545,935.55</u>	<u>-\$12,488.33</u>	<u>-\$30,329.75</u>	<u>-\$30,329.75</u>	
Adjustments	+	\$0.00	+	\$0.00	+	\$0.00
This Payment		(\$342,551.35)		(\$1,804.14)		(\$19,030.63)
				(\$19,030.63)		(\$19,030.64)

This payment leaves a balance of \$0.00.
 Payment calculations as of Mar 7, 2012.
 Printed from FloridaPA.org on Mar 8, 2012 at 12:23 PM.

Payment #34: Project 119 (L - Cat B)

DeSoto County

	Eligible	Federal	Admin	State	Waiver
Obligated & Approved					
Version 0 (Large) - Initial Obligation <i>System Administrator - Oct 21, 2004</i>	\$1,046,244.70	\$941,620.23	(\$92.82)	n/a	n/a
Version 1 (Large) - Eligible Amount Change <i>System Administrator - Mar 17, 2005</i>	\$1,155,837.15	\$1,040,253.44	\$5,779.18	n/a	n/a
Version 2 (Large) - Eligible Amount Change <i>Rense Singh - Apr 11, 2011</i>	(\$1,069,691.14)	(\$962,902.03)	(\$5,349.45)	n/a	n/a
	<u>\$1,132,190.71</u>	<u>\$1,016,971.64</u>	<u>\$337.11</u>	<u>\$56,609.54</u>	<u>\$56,609.53</u>
Justified by RFRs (100.0%)					
RFR #1 - Expense Approval <i>System Administrator - Apr 18, 2005</i>	\$487,195.29				
RFR #1 - Expense Approval <i>Brad Coward - Apr 19, 2005</i>	\$1,041,162.09				
Reversal of Overrun	-\$396,166.67				
	<u>\$1,132,190.71</u>	<u>\$1,016,971.64</u>	<u>\$337.11</u>	<u>\$56,609.54</u>	<u>\$56,609.53</u>
Previous Payments					
Payment #7 <i>Bill Owens - Feb 7, 2005</i>		\$436,475.76	\$2,435.98	\$24,369.76	\$0.00
Payment #17 <i>Ade Treado - Apr 19, 2005</i>		\$937,045.88	\$16,098.67	\$52,056.10	\$0.00
Payment #24 <i>Troy Notaro - Oct 4, 2005</i>		\$0.00	\$0.00	\$0.00	\$76,417.86
		<u>-\$18,534.85</u>	<u>-\$18,534.85</u>	<u>-\$76,417.86</u>	<u>-\$76,417.86</u>
		<u>\$1,375,521.64</u>			
Adjustments	+ \$0.00	+ \$0.00	+ \$0.00	+ \$0.00	+ \$0.00
This Payment		(\$356,550.00)	(\$18,197.54)	(\$19,808.32)	(\$19,808.33)

This payment is zero & balance of \$0.00

Payment calculations as of Mar 7, 2012.

Printed from FloridaPA.org on Mar 8, 2012 at 12:23 PM.

Payment #34: Project 120 (L - Cat A)

DeSoto County

	Eligible	Federal	Admin	State	Waiver
Obligated & Approved					
Version 0 (Large) - Initial Obligation <i>System Administrator - Oct 19, 2005</i>	\$11,781,081.80	\$10,584,955.44	\$82,613.37	n/a	n/a
Version 1 (Large) - Version Modification <i>System Administrator - Feb 1, 2006</i>	\$0.00	\$0.00	\$0.00	n/a	n/a
Version 2 (Large) - Eligible Amount Change <i>System Administrator - Mar 2, 2005</i>	\$12,595,042.15	\$11,335,537.94	\$62,975.21	n/a	n/a
Version 3 (Large) - Eligible Amount Change <i>System Administrator - Aug 8, 2005</i>	(\$4,084,750.06)	(\$3,676,275.05)	(\$20,423.75)	n/a	n/a
Version 4 (Large) - Eligible Amount Change <i>System Administrator - Jul 31, 2008</i>	\$1,408,925.09	\$1,268,032.58	\$7,044.52	n/a	n/a
Version 5 (Large) - Eligible Amount Change <i>Renee Singh - Dec 1, 2008</i>	(\$192,437.92)	(\$173,194.13)	(\$952.19)	n/a	n/a
	<u>\$21,487,840.86</u>	<u>\$19,339,056.78</u>	<u>\$131,247.26</u>	<u>\$1,074,392.04</u>	<u>\$1,074,392.04</u>
Justified by RFRs (100.0%)					
RFR #1 - Expense Approval <i>System Administrator - Apr 18, 2005</i>	\$11,781,081.80				
RFR #1 - Expense Approval <i>System Administrator - Apr 18, 2005</i>	\$10,650,000.00				
RFR #1 - Expense Approval <i>Ada Trudo - Aug 12, 2005</i>	\$2,045,042.15				
RFR #1 - Expense Approval <i>Melissa Velljo - Aug 21, 2006</i>	\$1,408,925.09				
Reversal of Overrun	-\$4,277,187.88				
	<u>\$21,487,840.86</u>	<u>\$19,339,056.78</u>	<u>\$131,247.26</u>	<u>\$1,074,392.04</u>	<u>\$1,074,392.04</u>
Previous Payments					
Payment #3 <i>System Administrator - Feb 1, 2005</i>		\$10,584,955.44	\$78,010.38	\$588,053.08	\$0.00
Payment #13 <i>Bill Owens - Mar 11, 2005</i>		\$9,495,000.00	\$52,750.00	\$527,500.00	\$0.00
Payment #24 <i>Troy Natera - Oct 4, 2005</i>		\$0.00	\$0.00	\$0.00	\$1,115,553.08
Payment #29 <i>Melissa Velljo - Aug 21, 2006</i>		(\$567,704.53)	(\$3,153.91)	(\$31,539.14)	\$0.00
Payment #31 <i>Julee Mayo - Aug 23, 2006</i>		\$0.00	\$0.00	\$0.00	(\$31,539.14)
Payment #33 <i>Renee Singh - Feb 20, 2012</i>		(\$161,808.21)	\$3,640.79	(\$9,621.90)	(\$9,621.90)
		<u>\$19,339,342.70</u>	<u>-\$131,247.26</u>	<u>\$1,074,392.04</u>	<u>\$1,074,392.04</u>

Adjustments	+	\$0.00	+	\$0.00	+	\$0.00	+	\$0.00
This Payment		(\$11,285.92)		\$0.00		\$0.00		\$0.00

*This payment leaves a balance of \$0.00.
Payment calculations as of Mar 7, 2012.
Printed from FloridaPA.org on Mar 4, 2012 at 12:23 PM.*

Payment #34: Project 2406 (S - Cat F)

DeSoto County

	Eligible	Federal	Admin	State	Waiver
Obligated & Approved					
Version 0 (Large) - Initial Obligation <i>System Administrator - Jul 29, 2005</i>	\$352,421.04	\$317,178.94	\$1,762.11	n/a	n/a
Version 1 (Small) - Eligible Amount Change <i>Renee Singh - Feb 3, 2012</i>	(\$352,421.04)	(\$317,178.94)	(\$1,762.10)	n/a	n/a
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.01</u>	<u>\$0.00</u>	<u>\$0.00</u>
Previous Payments					
Payment #29 <i>Melissa Vallejo - Aug 21, 2006</i>		\$317,178.94	\$1,762.10	\$17,621.05	\$0.00
Payment #31 <i>Julie Mcyers - Aug 29, 2008</i>		\$0.00	\$0.00	\$0.00	\$17,621.05
		<u>-\$317,178.94</u>	<u>-\$1,762.10</u>	<u>-\$17,621.05</u>	<u>-\$17,621.05</u>
Adjustments		+ \$0.00	+ \$0.00	+ \$0.00	+ \$0.00
This Payment		(\$317,178.94)	(\$1,762.09)	(\$17,621.05)	(\$17,621.05)

*This payment leaves a balance of \$0.00.
 Payment calculated as of Mar 7, 2012.
 Printed from FloridaPA.org on Mar 8, 2012 at 12:23 PM.*



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOOM
Director

April 11, 2012

DeSoto County
Attn: Linda Nipper
201 East Oak Street, Suite 201
Arcadia, FL 34266

Re: Revision of Overpayment

Dear Ms. Nipper:

The attached invoice is a revision of the previous invoice you received for overpayment made on Hurricane Charley: FEMA-DR-1539 FL. (see attachment)

Please remit to the State of Florida: \$1,154,824.80

Division of Emergency Management
5900 Lake Ellenor Drive
Orlando, FL 32809-4634
Attention: Renee Singh, Deputy State Public Assistance Officer of Finance

Please contact Renee Singh via e-mail, Renee.Singh@em.myflorida.com or by phone at 407-858-2761, should you have any questions or need any additional information.

Respectfully,

Charles Shinkle
Deputy Bureau Chief
Florida Division of Emergency Management

Attachment:

CS/tca

STATE OF FLORIDA
Department of Community Affairs

DISASTER RELIEF FUNDING AGREEMENT

Agreement No. 05-FA-C%-07-24-01-556

CSFA No. 5260308; CFDA No. 97.036

Subgrantee: DeSoto County

FIPS No. 027-99027-00

This Agreement is between the State of Florida, Department of Community Affairs (hereinafter referred to as the "Grantor") and, the undersigned State Agency or political subdivision of the State (hereinafter referred to as the "Subgrantee"). This Agreement is based on the existence of the following facts and conditions:

A. WHEREAS, Tropical Storm Bonnie and Hurricane Charley beginning August 11, 2004, and thereafter, had a devastating impact upon the State of Florida. The severity of the damage and losses resulted in a proclamation of emergency by the Governor in Executive Order 04-182. In consequence of the Event, the President of the United States on August 13, 2004, declared Major Disaster No. FEMA-DR-1539-FL in all counties in the State of Florida. As a result, the Public Assistance Program was made available to eligible applicants in these Declared counties; and,

B. WHEREAS, a FEMA-State Agreement between the State of Florida and the Federal Emergency Management Agency governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and,

C. WHEREAS, The Grantee represents that it is fully qualified and eligible to receive those grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and,

D. WHEREAS, the Grantee receives these grant funds from the State of Florida and the federal government, and has the authority, under Section 252.373, Fla. Stat. to disburse those funds to the Subgrantees upon the terms and conditions hereinafter set forth; and,

E. WHEREAS, a Budget Amendment has been prepared and is being considered to provide for the necessary funds and authority for this event. Under the Emergency Management Act, as amended, the Department has authority to administer federal financial assistance from the Agency consequent to a presidential declaration of disaster.

NOW, THEREFORE, the Grantor and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121-5201; 44 C.F.R. Part 206; and applicable policies of the Federal Emergency Management Agency.

B. "FEMA-State Agreement" is the agreement dated August 14, 2004, between the Federal Emergency Management Agency and the State of Florida, for the Major Disaster No. FEMA-1539-DR-FL.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of 44 C.F.R. Parts 13 and 206, and the policies of the Federal Emergency Management Agency.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the projects approved by the Grantee and the Federal Emergency Management Agency, as specified in the approved Project Worksheets. Allowable costs shall be determined as per 44 C.F.R. Parts 13 and 206.

A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five (75) percent of all eligible costs, unless a higher percentage is approved. Contingent upon an appropriation by the Florida Legislature, the Grantee may provide some portion of any nonfederal share for local government and private non-profit Subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee.

B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or Federal Emergency Management Agency that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.

C. As a further condition to funding under this Agreement, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

A. Subgrantee shall without delay advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. Subgrantee shall reimburse Grantee without delay for any duplicate benefits Subgrantee may receive from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee, to the extent of any such duplication.

B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee or the Chief Financial Officer-Department of Financial Services of the State of Florida the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government Comprehensive Plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Required Documentation, Reviews, and Inspections. Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee,

together with any and all accrued interest.

A. Subgrantee shall submit the following documentation for Large Projects (the Small Project threshold for this declaration is \$54,100).

1. A Request for Advance or Reimbursement conforming to the attached sample.
2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment B, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like;
3. A request for final inspection;
4. A signed Project Completion and Certification Report upon the completion of all projects; and
5. The Project Completion and Certification Report specified by Paragraph B of this Article.

B. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.

C. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.

ARTICLE VII. Cost Sharing. The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy-five (75) percent, unless a higher percentage is approved, of such costs and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206 and do not require matching funds may also be funded by FRMA.

ARTICLE VIII. Payment of Costs. Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures.

A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for Small Projects to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the Federal Emergency Management Agency of its approval of the pertinent Project Worksheet.

B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after Subgrantee has delivered the following documents to Grantee:

1. A Request for Advance or Reimbursement Form conforming to the sample attached to this Agreement as Attachment A;
2. A Summary of Documentation Form conforming to the sample attached to this Agreement which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like; and,
3. A letter or notification certifying that the reported costs were incurred in the performance of eligible work.

C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:

1. Subgrantee shall demonstrate to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
2. Subgrantee shall submit to Grantee the budget supporting the request;
3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, and specifying the amount of funds requested;
4. Subgrantee shall submit a completed Request for Advance or Reimbursement Form; and,
5. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the Federal Emergency Management Agency as often as practicable, and in any event not later than ten (10) business days after the close of each calendar quarter.

D. Subgrantee may make improvements to the project facility in conjunction with its restoration of the facility to its pre-disaster condition in accordance with 44 C.F.R. Part 206 with the prior written approval of Grantee.

E. In any case in which Subgrantee certifies to Grantee in writing that the restoration of a damaged public facility to its pre-disaster condition is not in the best interest of the public, Subgrantee may request Grantee and the Federal Emergency Management Agency to approve an alternate project in accordance with 44 C.F.R. Part 206 before the commencement of any work.

F. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the Federal Emergency Management Agency that a previous disbursement of funds under this Agreement was improper.

ARTICLE IX. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project;
- B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
- C. In the case of Large Projects, the Grantee shall have performed the final inspection;
- D. In the case of Small Projects, the Project Listing and Certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and,
- E. Subgrantee shall have requested final reimbursement.

ARTICLE X. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as modified in 44 C.F.R. Part 13, as amended;
- B. Office of Management and Budget Circular No. A-87, "Cost Principles for State and Local Governments," as amended;
- C. Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended; and
- D. Office of Management and Budget Circular No. A-122, "Cost Principles for Non-Profit Organizations,"

as amended.

E. Subgrantee will maintain all documentation concerning the projects funded under this Agreement until the occurrence of the following events, whichever is the later:

1. The completion of final inspection and final audit, and the final resolution of any issues identified in the same; or,
2. The expiration of three (3) years from the date of final disbursement under this Agreement.

F. Subgrantee shall make all documentation concerning the projects funded under this Agreement available and accessible to the Comptroller General of the United States, the Grantee, and the Federal Emergency Management Agency between 8:00 a.m. and 5:00 p.m. on weekdays other than official holidays.

ARTICLE XI. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the Federal Emergency Management Agency or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

ARTICLE XII. Audit. Subgrantee shall submit an Audit of Agreement Compliance to Grantee, and shall have an independent audit performed by a Certified Public Accountant if its total expenditures of federal financial assistance for the most recent fiscal year equal or exceed \$500,000.00.

A. Subgrantee will conduct the audit in accordance with the following requirements:

1. The standards established by the Comptroller General of the United States, as specified in the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions;
2. The standards established by the American Institute of Certified Public Accountants;
3. The requirements of § 11.42 Fla. Stat., and the Rules of the Auditor General;
4. The requirements of the Single Audit Act of 1984, Pub. L. 98-502, as amended, 31 U.S.C. §§ 7501-7507, to the extent here applicable; and,
5. Office of Management and Budget Circular No. A-133, as amended, to the extent here applicable.

B. The audit shall be identified by the serial contract identification number for this Agreement. If the Subgrantee is a private nonprofit organization, it shall submit an organization-wide audit.

C. The audit shall be due not later than seven (7) months after the close of the fiscal year for Subgrantee except where Grantee and Subgrantee have mutually agreed upon another date.

D. Subgrantee shall conduct such additional audits as Grantee or the Federal Emergency Management Agency may determine necessary to determine the adequacy, accuracy, and reliability of the internal procedures Subgrantee has in place to protect its assets and to ensure compliance with this Agreement.

E. If this Agreement is closed out without an audit, Grantee may recover from Subgrantee any disallowed costs identified in an audit after such closeout.

ARTICLE XIII. Noncompliance. If the Subgrantee violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the

violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Articles XVIII and XXIII of this Agreement.

ARTICLE XIV. Nondiscrimination by Contractors. Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement, as per 44 C.F.R. Parts 7 and 16, and 44 C.F.R. Part 206. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. Part 17.

ARTICLE XV. Modification. The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the Federal Emergency Management Agency. Any approved modification to a project Worksheet shall be noted in a Supplemental Project Worksheet for the project. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVI. Time for Performance. Time shall be of the essence of this Agreement and of the performance of all conditions under it. Subject to any modification extending the time for the performance of this Agreement approved by Grantee or the Federal Emergency Management Agency, the time for the performance of emergency work shall be six (6) months from the date of the Presidential Declaration. The time for the performance of permanent work shall be eighteen (18) months from the date of the Presidential Declaration. For Large Projects the Summary of Documentation and the supporting documents identified in Article VI of this Agreement shall be submitted to the Grantee not later than sixty (60) days after the date of the last modification extending the Agreement. Subgrantee shall submit the completed Project Listing to Grantee not later than thirty (30) days from the completion of all work, or the approval of the Final Inspection by the Federal Emergency Management Agency, whichever is later. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused for lack of cost-share funding. If any extension request is denied, Subgrantee shall be reimbursed for eligible project costs incurred up to the latest approved date for completion. Failure to complete any project will be adequate cause for the termination of funding for that project.

ARTICLE XVII. Contracts With Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract.

ARTICLE XVIII. Termination. Either of the parties may terminate this Agreement by notice in writing delivered to the address specified in Article XXV of this Agreement. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XIX. Liability. Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered by § 768.28(5), Fla. Stat., the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by to third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. Also:

A. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, nor that each one sues as an independent contractor in relation to the other.

B. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

C. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites

are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances, Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XX. Reports. Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment C. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

ARTICLE XXI. Standard Conditions. Subgrantee agrees to the following conditions:

A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the disbursement to Grantee of federal funding in accordance with § 252.37(4), Fla. Stat.

B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.

C. Grantee may terminate this Agreement for refusal by the Subgrantee and its contractors and subcontractors to allow public inspection of any records subject to the disclosure requirements in § 119.07(1), Fla. Stat., that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement. Substantial evidence of noncompliance by Subgrantee or its contractors and subcontractors with these requirements shall constitute the nonperformance of a condition under this Agreement, and shall be adequate cause for termination.

D. Subgrantee agrees that no funds disbursed to it under this Agreement will be used for the purpose of lobbying the Legislature or any of its members, any employee of the State of Florida, any member of Congress, any officer or employee of Congress, or any employee of a Member of Congress, in connection with this Agreement or any modifications to this Agreement.

E. Subgrantee certifies that it possesses the legal authority to receive the funds.

F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.

ARTICLE XXII. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the Federal Emergency Management Agency, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

ARTICLE XXIII. Events of Default, Remedies, and Termination.

A. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more

such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement or any previous agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or,
4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the Congress, Legislature, Office of the Comptroller or Office of Management and Budget.

B. Upon the occurrence of any one or more of the following events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:

1. Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Article XXV of this Agreement, such notice to take effect when delivered to Subgrantee;
2. Commence a legal action for the judicial enforcement of this Agreement;
3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement or any other Agreement with Subgrantee; and,
4. Take any other remedial actions that may otherwise be available under law.

C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or non-performance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

D. Rescission, suspension or termination of this Agreement shall constitute final action by the Grantee within the meaning of the Administrative Procedure Act, as amended. Notwithstanding the preceding sentence, any deobligation of funds or other determination by the Federal Emergency Management Agency shall be addressed in accordance with the regulations of that Agency.

E. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.

F. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in Leon County, State of Florida.

G. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the Federal Emergency Management Agency should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXIV. Attachments.

A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

C. This Agreement has the following attachments:

1. Attachment A "Request for Advance or Reimbursement"
2. Attachment B "Summary of Documentation of Expenses Claimed"
3. Attachment C "Quarterly Report Form"
4. Attachment D "Subgrantee Annual Budget Projection Form"

Note: All other grant administrative forms will be provided by Grantee as necessary or posted on the DEM website: www.floridadisaster.org. The subgrantee may be provided the option of using electronic forms placed on our Internet based document management system at: <http://disasterprize.econline.org>.

ARTICLE XXV. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by Internet, by telefacsimile, by hand, or by certified letter to the following respective addresses.

FOR THE GRANTEE:

W. Craig Fugate, Director
Division of Emergency Management
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

FOR THE SUBGRANTEE:

Mandy Hines, County Coordinator
DeSoto County Board of Co. Commissioners
201 E. Oak Street, Suite 201
Arcadia, Florida 34266

ARTICLE XXVI. Designation of Agent. Subgrantee hereby designates Jane M. Fisher

as its primary agent, and designates William H. Altman as its alternate agent, to execute any Request for Advance or Reimbursement, certification, or other necessary documentation.

IN WITNESS WHEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF COMMUNITY AFFAIRS,
State of Florida, By:

W. Craig Fugate
W. Craig Fugate, Director
Division of Emergency Management

10-13-04
(Date)
Public Assistance Program
Program

FOR THE SUBGRANTEE:

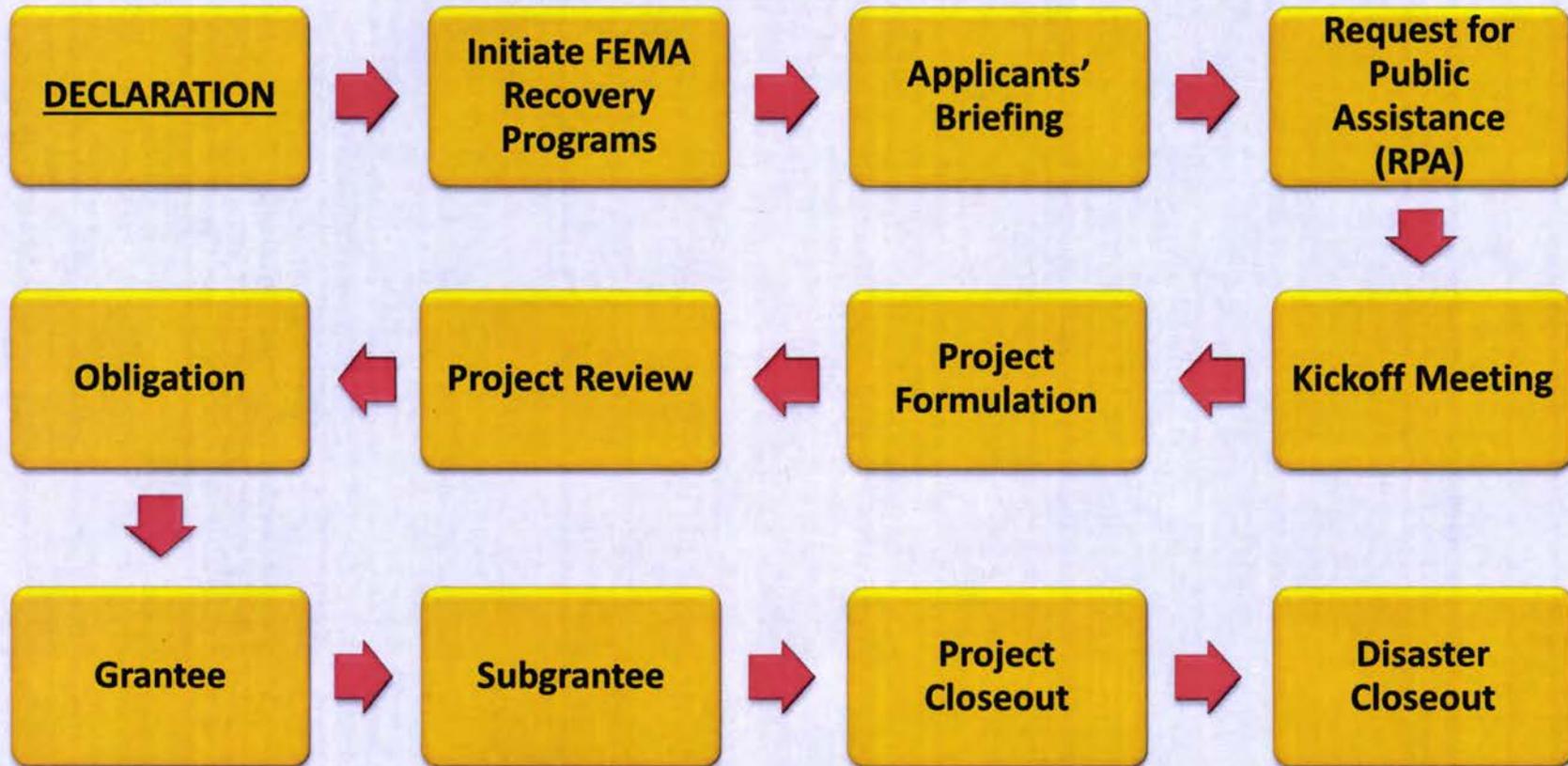
(Subgrantee)
William H. Altman
(Name) William H. Altman

Chairman, DeSoto Co. Board of County Commissioner.
(Title)

09/29/04
(Date)
59-6000-579
Federal Employer Identification Number (FEIN)

Disaster Quick Reference List				
	Type & Number	Declared Event	FED SHARE	Declaration Date
1	DR 1306	HURRICANE IRENE	75%	10/20/1999
2	DR 1345	SOUTH FLORIDA FLOODS	75%	10/4/2000
3	DR 1393	TROPICAL STORM GABRIELLE	75%	9/28/2001
4	DR 1539	HURRICANE CHARLEY ***	90%	8/13/2004
5	DR 1545	HURRICANE FRANCES ***	90%	9/4/2004
6	DR 1551	HURRICANE IVAN ***	90%	9/16/2004
7	DR 1561	HURRICANE JEANNE ***	90%	9/26/2004
8	DR 1595	HURRICANE DENNIS ***	100%	7/10/2005
9	DR 1602	HURRICANE KATRINA ***	100%	8/28/2005
10	EM 3259	EM TROPICAL STORM RITA ***	75%	9/21/2005
11	DR 1609	HURRICANE WILMA ***	100%	10/24/2005
12	DR 1679	SEVERE STORMS & TORNADOES	75%	2/3/2007
13	EM 3288	TROPICAL STORM FAY EM	75%	8/21/2008
14	DR 1785	TROPICAL STORM FAY	75%	8/24/2008
15	EM 3293	HURRICANE IKE	75%	9/7/2008
16	DR 1806	HURRICANE GUSTAV	75%	10/27/2008
17	DR 1831	2009 NORTH FLORIDA FLOODING	75%	4/21/2009
18	DR 1840	2009 NORTHEAST FL FLOODING	75%	5/27/2009
19	DR 4068	TS DEBBY	75%	7/3/2012
20	DR 4084	HURRICANE ISAAC	75%	10/18/2012
21	DR 4138	SEVERE STORMS & FLOODING	75%	8/2/2013
22	DR 4177	FL SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS, &	75%	5/6/2014
STATE SHARE COMMENTS				
* All State Agencies receive the full non Federal Share.				
* PNP and Tribal do not receive a State Share.				
* City, County, Colleges split the non Federal Share unless granted a Waiver by the State Which will allow the State to pay the				
* Storms with an *** are the disasters that a 72-hour 100% Federal share was allowed for Category A (Debris Removal) & Category B (Emergency Protective Measures) projects only, not to include permanent work categories C-G.				

PA Post-Declaration Events



WORK COMPLETION DEADLINES FOR OBLIGATED PROJECTS:

Emergency Work must be 100% complete within 6 months of declaration date

Permanent Work must be 100% complete within 18 months of declaration date

Note: The State may grant a Time Extension for up to 6 months for Emergency Work, and up to 30 months for Permanent Work. An additional request is required if the date exceeds state authority and a copy must be provided with the request to FEMA.

**Public Assistance Deobligation Status
January 12, 2016**

Event Name	Entity	Amount Owed as of 1.1.16		Reason for Deobligation	Appeal Status	705c Eligibility	County
		Federal	State				
H. Irene	Sweetwater, City of	\$ (83,167.86)	\$ (13,678.92)	Lack of Supporting Documentation	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
South Florida Floods	Sweetwater, City of	\$ (1,189,578.69)	\$ (732,167.82)	Lack of Supporting Documentation	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Charley	Charlotte County School District	\$ (933,329.76)	\$ (51,496.91)	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Charlotte
H. Charley	DeSoto County	\$ (1,046,067.45)	\$ (54,378.63)	Lack of Supporting Documentation Eligibility	No Second Appeal (119) First Appeal With FEMA (120,2406)	May be Eligible for 705c Litigation	DeSoto
H. Charley	Orlando, City of	\$ (732,191.93)	\$ (40,452.61)	Insurance Proceeds	Second Appeal With FDEM	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Orange
H. Charley	Osceola County School District	\$ (4,775.07)	\$ (262.36)	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Osceola
H. Charley	The Opportunity Center, Inc	\$ (73,044.71)	\$ -	Insurance Proceeds	Second Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Osceola
H. Charley	Jute Inc. (Joint Undertaking For Transition Ed.)	\$ (168,562.40)	\$ -	Out of Business ~ Eligibility	No Second Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Statewide
H. Charley	Department of Military Affairs	\$ (717,489.90)	\$ (79,280.65)	Actual Cost Less Than Estimated Cost	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Charley	Florida Division of Emergency Management (DBA) Department of Community Affairs	\$ (74,154.38)	\$ (8,239.37)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Charley	Florida Gulf Coast University	\$ (19,018.38)	\$ (1,033.61)	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Frances	Archways, Inc.	\$ (6,344.79)	\$ -	Work Captured on Another PW	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Broward
H. Frances	Fort Lauderdale, City of	\$ (4,760.11)	\$ (61.55)	Work Captured on Another PW	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Broward
H. Frances	Duval County Public Schools	\$ (3,547.74)	\$ (192.81)	Lack of Supporting Documentation	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Duval
H. Frances	Jacksonville Port Authority	\$ (1,306,138.79)	\$ (71,494.65)	Eligibility Actual Cost Less Than Estimated Cost	Second Appeal Denied	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Duval
H. Frances	St. Johns Water Control District	\$ (14,897.54)	\$ (818.54)	Insurance Proceeds	No Second Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Indian River
H. Frances	Vero Beach, City of	\$ (276,829.69)	\$ (63,615.27)	Insurance Proceeds Actual Cost Less Than Estimated Cost Incomplete Work Eligibility	Second Appeal With FDEM	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Indian River
H. Frances	South Lake Hospital, Inc.	\$ (23,573.15)	\$ -	Actual Cost Less Than Estimated Cost Insurance Proceeds	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Lake
H. Frances	Martin County School District	\$ (375,364.69)	\$ (19,918.50)	Eligibility Insurance Proceeds	No Second Appeal Filed	May be Eligible for 705c Litigation	Martin
H. Frances	The ARC of Okeechobee - The Okeechobee Rehabilitation Facility, Inc.	\$ (17,371.21)	\$ -	Actual Cost Less Than Estimated Cost	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Okeechobee
H. Frances	Maitland, City of	\$ (26,795.35)	\$ (1,807.49)	Actual Cost Less Than Estimated Cost Eligibility	No Appeal Filed	May be Eligible for 705c Litigation	Orange
H. Frances	Orlando Regional Healthcare System, Inc.	\$ (219,354.04)	\$ -	Eligibility	No Second Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Statewide
H. Frances	Windermere, Town of	\$ (307,090.24)	\$ (16,689.68)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Orange
H. Frances	Good Samaritan Village at Kissimmee	\$ (393,580.60)	\$ -	Incomplete Work Eligibility Improper Procurement	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Osceola
H. Frances	Jupiter Christian School, Inc.	\$ (56,214.65)	\$ -	Insurance Proceeds	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Palm Beach
H. Frances	Jupiter Christian School, Inc.	\$ (33,616.60)	\$ -	Eligibility	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Palm Beach
H. Frances	Lake Worth, City of	\$ (1,885,057.54)	\$ (101,228.59)	Lack of Documentation Eligibility Insurance Proceeds Actual Cost Less Than Estimated Cost	First Appeal With FEMA	May be Eligible for 705c Litigation	Palm Beach
H. Frances	Palm Beach County	\$ (1,088,764.82)	\$ (58,809.67)	Insurance Proceeds Lack of Documentation Eligibility	Second Appeal Awarded (7724) First Appeal With FEMA (7907,8107)	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Frances	Palm Beach Gardens, City of	\$ (24,920.86)	\$ (117.10)	Insurance Proceeds	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Frances	Palm Beach Maritime Museum, Inc.	\$ (110,120.02)	\$ -	Actual Cost Less Than Estimated Cost Insurance Proceeds Incomplete Work Work Captured on Another PW	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Palm Beach
H. Frances	Welaka, Town of	\$ (50,494.40)	\$ (2,747.82)	Eligibility	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Putnam
H. Frances	St. Lucie County	\$ (347,803.23)	\$ (19,323.53)	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	St. Lucie

Event Name	Entity	Amount Owed as of 1.1.16		Reason for Deobligation	Appeal Status	705c Eligibility	County
		Federal	State				
H. Frances	St. Lucie County School Board	\$ (1,430,394.47)	\$ (87,658.07)	Insurance Proceeds Actual Cost Less Than Estimated Costs Work Captured on Another PW Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	St. Lucie
H. Frances	Department of Juvenile Justice	\$ (871,167.10)	\$ (95,381.29)	Eligibility	Second Appeal With FEMA	May be Eligible for 705c Litigation	Statewide
H. Frances	Department of Military Affairs	\$ (59,756.44)	\$ (6,602.92)	Actual Cost Less Than Estimated Cost	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Frances	Indian River Community College	\$ (25,429.20)	\$ (1,464.89)	Insurance Proceeds Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Ivan	Community Action Program Committee, Inc.	\$ (243,437.91)	\$ -	Insurance Proceeds	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Escambia
H. Ivan	Cordova Community Facilities Corporation	\$ (742,552.89)	\$ -	Insurance Proceeds Eligibility	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Escambia
H. Ivan	Escambia County School District	\$ (179,919.26)	\$ (9,346.87)	Lack of Supporting Documentation Incomplete Work	Second Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Escambia
H. Ivan	Perdido Housing Corporation	\$ (194,457.25)	\$ -	Insurance Proceeds Eligibility	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Escambia
H. Ivan	Bayshore Housing Corporation	\$ (473,925.41)	\$ -	Insurance Proceeds Eligibility	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Okaloosa
H. Ivan	Emerald Coast Housing II	\$ (707,592.01)	\$ -	Insurance Proceeds Eligibility	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Okaloosa
H. Ivan	Department of Juvenile Justice	\$ (157,127.79)	\$ (7,170.59)	Actual Cost Less Than Estimated Cost Eligibility	Second Appeal With FEMA	May be Eligible for 705c Litigation	Statewide
H. Jeanne	St. Johns Water Control District	\$ (139,574.62)	\$ (7,585.57)	Insurance Proceeds Work Captured On Another PW	No Second Appeal (2811) First Appeal With FEMA (5457)	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Indian River
H. Jeanne	Vero Beach, City of	\$ (201,912.75)	\$ (60,101.37)	Insurance Proceeds Incomplete Work Eligibility Lack of Supporting Documentation	Second Appeal With FEMA	May be Eligible for 705c Litigation	Indian River
H. Jeanne	Orlando Regional Healthcare System, Inc.	\$ (86,219.58)	\$ -	Eligibility	Second Appeal Denied	PNP's Are Not Eligible for 705c Litigation	Statewide
H. Jeanne	Orlando, City of	\$ (47,015.94)	\$ (2,597.59)	Insurance Proceeds	No Second Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Orange
H. Jeanne	Windermere, Town of	\$ (151,807.41)	\$ (8,250.40)	Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Orange
H. Jeanne	Lake Worth, City of	\$ (279,949.45)	\$ (30,001.91)	Lack of Supporting Documentation Eligibility Incomplete Work Insurance Proceeds	First Appeal With FEMA	May be Eligible for 705c Litigation	Palm Beach
H. Jeanne	Palm Beach County	\$ (51,227.18)	\$ (2,497.91)	Lack of Supporting Documentation Eligibility	No Appeal Filed	May be Eligible for 705c Litigation	Palm Beach
H. Jeanne	Palm Beach County School District	\$ (77,486.83)	\$ (11,932.88)	Insurance Proceeds Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Jeanne	Palm Beach Gardens, City of	\$ (291,365.82)	\$ (16,029.10)	Lack of Supporting Documentation Insurance Proceeds Eligibility	No Appeal Filed	May be Eligible for 705c Litigation	Palm Beach
H. Jeanne	Riviera Beach, City of	\$ (19,554.79)	\$ (768.17)	Insurance Proceeds Lack of Supporting Documentation Eligibility Actual Cost Less Than Estimated Cost	No Appeal Filed	May be Eligible for 705c Litigation	Palm Beach
H. Jeanne	The Jerome Golden Center for Behavioral Health (DBA) Oakwood Center of Palm Beach, Inc.	\$ (24,423.80)	\$ -	Work Captured on Another PW	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Palm Beach
H. Jeanne	St. Lucie County	\$ (60,074.16)	\$ (3,319.01)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	St. Lucie
H. Jeanne	Department of Juvenile Justice	\$ (72,049.17)	\$ (7,831.44)	Eligibility	Second Appeal With FEMA	May be Eligible for 705c Litigation	Statewide
H. Jeanne	Department of Military Affairs	\$ (294,291.40)	\$ (32,405.70)	Actual Cost Less Than Estimated Cost	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Jeanne	Florida Department of Transportation	\$ (78,743.37)	\$ -	Lack of Supporting Documentation	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Jeanne	Lake Sumter Community College	\$ (160.74)	\$ -	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Dennis	Blackwater Housing Corporation	\$ (61,174.66)	\$ -	Insurance Proceeds	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Santa Rosa
H. Katrina	Aventura, City of	\$ (23,873.43)	\$ -	Eligibility	No Second Appeal Filed	May be Eligible for 705c Litigation	Miami-Dade
H. Katrina	Hialeah, City of	\$ (110,106.70)	\$ -	Calculation Errors On Original PW	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Katrina	Roman Catholic Archdiocese of Miami	\$ (462,654.21)	\$ -	Insurance Proceeds	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Miami-Dade
H. Katrina	South Miami, City of	\$ (2,841.50)	\$ -	Eligibility	No Appeal Filed	May be Eligible for 705c Litigation	Miami-Dade

Event Name	Entity	Amount Owed as of 1.1.16		Reason for Deobligation	Appeal Status	705c Eligibility	County
		Federal	State				
H. Wilma	Broward County	\$ (1,306,851.37)	\$ -	Eligibility Actual Cost Less Than Estimated Cost Lack of Supporting Documentation Insurance Proceeds Captured on Another PW	Lack of Insurance Work First Appeal With FEMA	May be Eligible for 705c Litigation	Broward
H. Wilma	Broward County	\$ (1,414,431.25)	\$ -	Lack of Supporting Documentation Eligibility Insurance Proceeds Improper Procurement	First Appeal With FEMA	May be Eligible for 705c Litigation	Broward
H. Wilma	Coral Springs, City of	\$ (2,763,727.95)	\$ -	Actual Cost Less Than Estimated Cost Insurance Proceeds	Second Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Broward
H. Wilma	Davie, Town of	\$ (1,267,400.91)	\$ -	Lack of Supporting Documentation Eligibility Insurance Proceeds	First Appeal With FEMA	May be Eligible for 705c Litigation	Broward
H. Wilma	Deerfield Beach, City of	\$ (2,016,635.85)	\$ -	Actual Cost Less Than Estimated Cost Eligibility	First Appeal With FEMA	May be Eligible for 705c Litigation	Broward
H. Wilma	Pompano Beach, City of	\$ (351,361.39)	\$ -	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Broward
H. Wilma	Martin County School District	\$ (200,227.94)	\$ -	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Martin
H. Wilma	Martin County Sheriff's Office	\$ (29,234.46)	\$ -	Insurance Proceeds Lack of Supporting Documentation	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Martin
H. Wilma	ASPIRA of Florida, Inc.	\$ (38,796.66)	\$ -	Eligibility	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	Aventura, City of	\$ (25,856.00)	\$ -	Eligibility	First Appeal With FEMA	May be Eligible for 705c Litigation	Miami-Dade
H. Wilma	East Ridge Retirement Village, Inc.	\$ (115,263.30)	\$ -	Actual Cost Less Than Estimated Insurance Proceeds	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	El Portal, Village of	\$ (171,841.94)	\$ -	Actual Cost Less Than Estimated	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	Hialeah, City of	\$ (2,669,812.24)	\$ -	Actual Cost Less Than Estimated Cost Lack of Supporting Documentation	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	Miami Jewish Home & Hospital	\$ (165,746.73)	\$ -	Actual Cost Less Than Estimated Cost	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	Miami Lakes, Town of	\$ (746,704.73)	\$ -	Actual Cost Less Than Estimated Cost Work Captured on Another PW	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	North Miami Beach, City of	\$ (583,761.34)	\$ -	Lack of Supporting Documentation Work Captured on Another PW Eligibility	No Appeal Filed	May be Eligible for 705c Litigation	Miami-Dade
H. Wilma	North Miami, City of	\$ (115,365.10)	\$ -	Work Captured on Another PW	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	Opa-Locka, City of	\$ (241,171.05)	\$ -	Work Captured on Another PW	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	South Miami, City of	\$ (26,350.91)	\$ -	Work Captured on Another PW	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	St. Thomas University	\$ (872,240.12)	\$ -	Actual Cost Less Than Estimated Cost Insurance Proceeds	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	The Arc of South Florida (DBA) Association for Retarded Citizens, South Florida	\$ (47,874.66)	\$ -	Actual Cost Less Than Estimated Cost Insurance Proceeds Lack of Supporting Documentation	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Miami-Dade
H. Wilma	Belle Glade, City of	\$ (119,503.45)	\$ -	Work Captured on Another PW Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Wilma	Boca Raton, City of	\$ (4,690,043.92)	\$ -	Work Captured on Another PW Lack of Supporting Documentation Insurance Proceeds	Second Appeal With FEMA	May be Eligible for 705c Litigation	Palm Beach
H. Wilma	Good Schools For All Leadership Academy Charter	\$ (33,810.63)	\$ -	Out of Business ~ Lack of Supporting Documentation	No Appeal Filed	PNP's Are Not Eligible for 705c Litigation	Statewide
H. Wilma	Lake Worth, City of	\$ (1,659,737.02)	\$ -	Insurance Proceeds Eligibility Actual Cost Less Than Estimated Cost Incomplete Work	First Appeal With FEMA	May be Eligible for 705c Litigation	Palm Beach
H. Wilma	North Palm Beach, Village of	\$ (55,099.64)	\$ -	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Wilma	Pahokee, City of	\$ (9,742.05)	\$ -	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Wilma	Palm Beach County	\$ (348.69)	\$ -	Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Wilma	Palm Beach County	\$ (2,080,753.28)	\$ -	Actual Cost Less Than Estimated Cost Eligibility	First Appeal With FEMA	May be Eligible for 705c Litigation	Palm Beach

Event Name	Entity	Amount Owed as of 1.1.16		Reason for Deobligation	Appeal Status	705c Eligibility	County
		Federal	State				
H. Wilma	Palm Beach Gardens, City of	\$ (326,425.56)	\$ -	Lack of Supporting Documentation Actual Cost Less Than Estimated Cost Insurance Proceeds	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Wilma	South Bay, City of	\$ (6,496.02)	\$ -	Lack of Supporting Documentation	Second Appeal Denied	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
H. Wilma	The Partnership, Inc.	\$ (982,483.37)	\$ -	Improper Procurement Insurance Proceeds	First Appeal With FEMA	PNP's Are Not Eligible for 705c Litigation	Palm Beach
H. Wilma	St. Lucie County	\$ (620,585.87)	\$ -	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	St. Lucie
H. Wilma	Department of Juvenile Justice	\$ (17,640.59)	\$ -	Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Wilma	Florida Department of Transportation	\$ (596,632.15)	\$ -	Lack of Supporting Documentation	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
H. Wilma	Florida Memorial College	\$ (120,300.96)	\$ -	Actual Cost Less Than Estimated Cost	First Appeal With FEMA	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Statewide
Severe Storms & Tornadoes	Lake County	\$ (644,340.90)	\$ (106,078.85)	Actual Cost Less Than Estimated Cost Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Lake
T.S. Fay	Calhoun County	\$ (53,340.29)	\$ (11,414.57)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Calhoun
T.S. Fay	Charlotte County	\$ (254.02)	\$ (7.18)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Charlotte
T.S. Fay	Jacksonville, City of	\$ (25,529.39)	\$ (4,254.90)	Lack of Supporting Documentation	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Duval
T.S. Fay	Lake County	\$ (30,010.10)	\$ (5,001.72)	Actual Cost Less Than Estimated Cost	Eligibility	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Lake
T.S. Fay	Pahokee, City of	\$ (47,717.68)	\$ (7,952.95)	Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Palm Beach
T.S. Fay	Orange Ave Citrus Growers Association	\$ (232,716.15)	\$ -	Eligibility	No Second Appeal Filed	PNP's Are Not Eligible for 705c Litigation	St. Lucie
T.S. Fay	St. Lucie County	\$ (1,195,168.94)	\$ (199,194.82)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	St. Lucie
H. Gustav	Destin, City Of	\$ (16,193.63)	\$ (2,698.94)	Eligibility	No Appeal Filed	May be Eligible for 705c Litigation	Okaloosa
H. Gustav	Santa Rosa County	\$ (62,365.11)	\$ (19,028.35)	Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Santa Rosa
2009 North Florida Flooding	Calhoun County	\$ (385,571.59)	\$ (64,252.91)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Calhoun
2009 North Florida Flooding	Washington County	\$ (247,968.61)	\$ (41,501.32)	Actual Cost Less Than Estimated Cost	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Washington
2009 Northeast Florida Flooding	Welaka, Town of	\$ (48,292.37)	\$ (8,048.73)	Work Captured on Another Pw	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Putnam
EM T.S. Fay	Delta Farms Water Control District	\$ (43,725.00)	\$ (7,287.50)	Eligibility	No Second Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Indian River
T.S. Debby	Naples, City of	\$ (1,680.30)	\$ (280.05)	Incomplete Work	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Collier
T.S. Debby	Columbia County	\$ (49,386.66)	\$ (8,231.20)	Lack of Supporting Documentation Overpayment	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Columbia
T.S. Debby	Live Oak, City of	\$ (1,000.00)	\$ (100.00)	Eligibility	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Suwanee
T.S. Debby	Suwanee County	\$ (2,875.00)	\$ (412.50)	Actual Cost Less Than Estimated Cost Insurance Proceeds	No Appeal Filed	Cost Reasonableness Issues Are Not Eligible for 705c Litigation	Suwanee
Totals Amount Owed As of 1.1.16		\$ (48,814,682.67)	\$ (2,214,508.25)	\$ (51,029,190.92)			



COMMITTEE/SUBCOMMITTEE APPEARANCE RECORD

Please fill out the entire form and submit two copies to the committee/subcommittee Administrative Assistant at the meeting.

Type or Print Clearly

Bill Number: _____ Meeting Date: January 13, 2016

Fill in appropriate information:

PCB/PCS/Amendment # or

Presentation/Workshop Topic: Public Assistance Debilitations

Committee/Subcommittee: Economic Development + Tourism Subcommittee

Name: Bryan W. Koon

Title: Director

Address: 2555 Shumard Oak Blvd

City: Tallahassee State/Zip: FL 32399

Phone Number: 850-519-7966

Representing: FL Division of Emergency mgmt

Registered Lobbyist: YES NO

State Employee: YES NO

I Wish To Speak: YES NO

I Have Been Requested to Speak: YES NO

Bill		Amendment	
Proponent <input type="checkbox"/>	Opponent <input type="checkbox"/>	Proponent <input type="checkbox"/>	Opponent <input type="checkbox"/>
Info Only <input type="checkbox"/>		Info Only <input type="checkbox"/>	



Florida House of Representatives
George Moraitis
Representative, District 93

□ District Office

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102 South Monroe Street
Tallahassee, FL 32399-1300
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November 18, 2015

Honorable Representative Frank Artiles
Chair, Economic Development & Tourism Subcommittee
204 House Office Building
402 South Monroe Street
Tallahassee, FL 32399

Dear Chair Artiles,

I am writing to request that HB 627, Community Contribution Tax Credits, be placed on the agenda to be heard in the Economic Development & Tourism Subcommittee.

I appreciate your consideration in this matter.

Sincerely yours,


GEORGE R. MORAITIS, JR.
State Representative, District 93

CC: Pamela Duncan, Budget Chief



November 18, 2015

The Honorable Steve Crisafulli, Speaker
Florida House of Representatives
Tallahassee, FL 32399-1300

Dear Speaker Crisafulli:

Pursuant to House Rule 7.9, we are requesting authority for the Economic Development & Tourism Subcommittee to proceed with a proposed committee bill to address issues related to Florida's Workforce Development System. As requested by CareerSource Florida, Inc. the PCB would amend Florida law to reflect the state's implementation of the federal Workforce Innovation and Opportunity Act of 2014; expand the CareerSource Florida, Inc. Board of Directors; include several recommendations of the WIOA Task Force; and remove outdated and unnecessary requirements.

State Implementation of the Workforce Innovation and Opportunity Act of 2014

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 (Public Law No. 113-128). WIOA supersedes the federal Workforce Investment Act of 1998 (WIA) and Florida's Workforce Innovation Act of 2000 (ch. 445, F.S.) and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

To incorporate WIOA and the recommendations of the WIOA Task Force and the CareerSource Florida Board of Directors (Board), the PCB would:

- Modify sections of chapter 445, F.S., to replace the Workforce Investment Act of 1998, Pub. L. No. 105-220, with the Workforce Innovation and Opportunity Act, Public L. No. 113-128; and to replace the term regional workforce boards required under WIA Act of 1998 with the term local workforce development boards as required under WIOA.
- Direct CareerSource Florida, Inc. (CareerSource) to prepare and submit a four-year plan rather than a five-year plan as was required under the former federal law.
- Clarify that the Incumbent Worker Training program must be administered pursuant to the WIOA.
- Remove the requirement for the strategic plan to be updated annually by January 1. WIOA requires the strategic plan to be updated every two years. The PCB would also clarify that the strategic plan must be developed pursuant to the WIOA.
- Modify the local workforce development board membership to align with the requirements under WIOA. This change is also based upon a recommendation of the WIOA Task Force and the CareerSource Board.

- Remove the requirement for CareerSource to develop an operational plan. The state plan requirements under WIOA includes many of the elements required to be included in the operational plan. Therefore, a separate operational plan is duplicative and inefficient.
- As core partners under WIOA, require the CareerSource to enter into a memorandum of understanding with the Department of Education to ensure that federally mandated requirements of WIOA are met and in compliance with the state plan for workforce development.
- Expand the CareerSource Board membership to include the vice chairperson of the Enterprise Florida, Inc. board of directors; and representatives of the Division of Blind Services; Division of Vocational Rehabilitation; Division of Career and Adult Education, and other agencies identified under WIOA.
- Authorize CareerSource to contract with core program partners and required One-Stop Career Center partners to establish performance measures to be reported to the CareerSource Florida, Inc., Board. This modification is based upon recommendations of the WIOA Task Force and the CareerSource Florida Board.

Other Modifications to Chapter, 445, F.S.

Current law requires CareerSource to, in consultation with the Office of Program Policy Analysis and Government Accountability; establish uniform measures and standards, organized into three outcome tiers, to gauge the performance of the workforce development strategy. The PCB would remove this requirement. According to OPPAGA, the requirement is outdated and unnecessary. CareerSource will continue its statutorily-required annual report containing its performance goals.

We look forward to your response. If you have any questions, please contact Teddi Pitts, Staff Director for the Economic Affairs Committee.

Thank you for your consideration.

Sincerely,



Rep. Frank Artiles, Chair
Economic Development & Tourism Subcommittee



Rep. Jose Oliva, Chair
Economic Affairs Committee