

DCA AGREEMENT NO. 98-RM-M9-04-55-01-088

FEMA PROJECT APPLICATION NO. 089-00000

DISASTER RELIEF FUNDING AGREEMENT

This Agreement is between the State of Florida, Department of Community Affairs (Grantee) and Nassau County, (Subgrantee). In support of the Agreement, the parties state:

WHEREAS, extensive flooding beginning December 25, 1997, and subsequent tornadoes produced disastrous weather conditions which had a devastating impact upon Northern and Central Florida; and

WHEREAS, the severity of the damage and losses resulted in the declaration of a disaster emergency by the Governor in Executive Orders number 98-37 and 98-57; and

WHEREAS, the President of the United States has concurred and has declared a major disaster emergency including Public Assistance for the counties of Alachua, Baker, Bradford, Brevard, Calhoun, Citrus, Clay, Columbia, DeSoto, Dixie, Duval, Escambia, Franklin, Gadsden, Gilchrist, Glades, Gulf, Hamilton, Hardee, Highlands, Hillsborough, Holmes, Jackson, Lafayette, Lake, Levy, Liberty, Madison, Manatee, Marion, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Pasco, Polk, Putnam, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Walton, and Washington in FEMA-1195-DR-FL; and

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has made available federal funds for eligible disaster relief activities in FEMA-1195-DR-FL; and

WHEREAS, the FEMA-State Agreement, defined herein below, governing the use of those funds requires the State to share in the total costs eligible for federal assistance; and

WHEREAS, Chapter 97-152, Laws of Florida, in specific appropriation 1114A, provides that Federal disaster assistance matching requirements shall be equally shared between the State and its subgrantees; and

WHEREAS, Sections 252.35, 252.36, 252.37, and 252.38, Florida Statutes, authorize the relationship described herein. NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS: unless otherwise indicated, the following terms shall be defined as stated herein.

a. "Eligible disaster relief activities", as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (hereinafter the "Stafford Act"); Title 44 CFR, Part 206, and applicable Federal Emergency Management Agency or State guidance documents.

b. "Large Project" and "Small Project" shall be defined as indicated in 44 CFR 206.203(c).

c. "FEMA-State Agreement" shall mean that agreement between FEMA and the State of Florida, for the Presidential Major Disaster Declaration FEMA-1195-DR-FL, and all modifications thereto.

d. "Permanent Work" shall be defined as stated in 44 CFR 206.201(g).

e. "Predisaster design" shall be defined as stated in 44 CFR 206.201(h).

f. "Project" shall be defined as stated in 44 CFR 206.201(i).

2. APPLICABLE STATUTES, RULES and AGREEMENTS: The parties agree to be bound by all terms of the FEMA-State Agreement and all applicable state and federal statutes and regulations, including but not limited to those hereafter stated, and the pertinent implementing regulations and guidance:

(a) 44 CFR parts 6, 7, 9, 10, 11, 13, 14, 16, 17, 18 and 206 and other applicable FEMA regulations, policies, and guidance;

(b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

(c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794) which prohibits discrimination on the basis of handicaps;

(e) the Age Discrimination Act of 1975, as amended (42 U.S.C.6101-6107) which prohibits discrimination on the basis of age;

(f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of drug abuse;

(g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(h) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, and any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;

(j) Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.);

(k) Lead-Based Paint Poisoning Act (42 U.S.C. 4801) et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(l) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. (These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.); and

(m) Energy Policy and Conservation Act (P.L. 94-163), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

3. FUNDING and INSURANCE: The Grantee shall provide funds to the Subgrantee for eligible disaster relief activities for the projects approved by the Grantee and FEMA as specifically described in the approved Damage Survey Report(s) (DSR[s]). Allowable costs shall be determined in accordance with 44 CFR §206, 44 CFR Part 13, and pertinent FEMA guidance documents. Approved DSRs shall be transmitted to the Subgrantee and shall cumulatively document the specific amount of funding provided, and the applicable scope(s) of eligible work, under this Agreement. DSRs may obligate, or deobligate funding, thereby revising the total amount of authorized funding. DSRs document the total eligible costs and the total Federal share (75%) of those costs. The Grantee agrees to provide one-half of the non-Federal share (12½% of total eligible costs). As a condition of receipt of this funding, the Subgrantee similarly agrees to provide one-half of the non-Federal share (12½% of total eligible costs).

Subgrantee agrees that the Grantee is authorized to withhold funds otherwise payable to Subgrantee, from any agreement administered by the Grantee, upon a determination by the Grantee or FEMA, or any auditor, that funds have been provided to Subgrantee pursuant to this Agreement, or any other disaster relief funding agreement administered by the Grantee, in excess of eligible costs.

Subgrantee agrees, as a condition of receipt of funding pursuant to this Agreement, to obtain reasonably available, adequate, and necessary insurance for the type or types of hazard for which the major disaster was declared for any and all projects receiving funding. Proof of said insurance shall be made available to the Grantee as a condition of receipt of funding under this Agreement.

4. DUPLICATION OF BENEFITS PROHIBITION: In accordance with the provisions of Section 312 of the Stafford Act, duplication of benefits is prohibited. The Subgrantee shall notify the Grantee, as soon as practicable, of the existence of any insurance coverage for the damage identified on the DSR, and of any entitlement or recovery to payments from any other source, for the projects described in the DSR(s). Eligible costs shall be reduced by the amount of duplicate sources available. The Subgrantee shall be liable to the Grantee to the extent that the Subgrantee receives duplicate benefits from another source for the same purposes for which the Subgrantee has received payment from the Grantee. The Subgrantee shall immediately remit to the Grantee any duplication of benefits payment received by the Subgrantee.

5. COMPLIANCE WITH ENVIRONMENTAL, PLANNING AND PERMITTING LAWS: The Subgrantee shall be responsible for implementation and completion of the approved projects described in the DSR(s) in a manner satisfactory to the Grantee, and in accordance with applicable federal, state, and local statutes, regulations, plans, and policies. Any development authorized by, any development order issued by, any permit issued by, or any development activity undertaken by, the

Subgrantee, and any land use permitted by or engaged in by the Subgrantee, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Subgrantee shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the pertinent Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, and any local environmental or land use permitting authority, where required.

In addition, Subgrantee shall comply with other federal and state environmental laws, statutes, regulations, and guidance including, but are not limited to, the following:

(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190), as amended and Executive Order (EO) 11514;

(b) notification of violating facilities pursuant to EO 11738;

(c) protection of wetlands pursuant to EO 11990;

(d) evaluation of flood hazards in floodplains in accordance with EO 11988;

(e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et seq.);

(f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.);

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523);

(h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205); and

(i) the Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subgrantee further agrees to provide and maintain competent and adequate engineering or other supervision at all construction or work sites to ensure that the complete work conforms with the approved plans, specifications, and scope of work.

6. REQUIRED DOCUMENTATION; REVIEW/INSPECTION: The Subgrantee shall create and maintain acceptable documentation of work performed and costs incurred with respect to each project identified in connection with a Damage Survey Report (DSR). Failure to create and maintain proper documentation will result in the disallowance of Public Assistance funding, and require the refund of funds previously reimbursed or advanced, including an interest penalty. For all Large projects, the Subgrantee shall submit: (a) a Summary of Documentation (blank form attached as Exhibit A) supported by all appropriate backup documentation (e.g.: invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.); (b) a request for

reimbursement of actual costs; and (c) a signed project listing when all projects are complete. For all Large Projects, the Subgrantee must submit a request for a final inspection. For all projects the Subgrantee shall certify, on the Project Listing, that all work was performed in accordance with the requirements in this Agreement and the requirements in each DSR, and shall state the date the work was completed. The Grantee will inspect Small Projects on a random basis. The Grantee will schedule and perform the final inspections on Large Projects, and review the Project Listing for Small Projects or inspect the project, to ensure that the work was performed within the scope of work delineated on the DSR(s). Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7. COST SHARING: The disaster relief funds for eligible costs indicated on the DSR(s) and described in this Agreement shall be shared in accordance with the cost sharing provisions established in the Stafford Act, the FEMA-State Agreement, and Chapter 97-152, Laws of Florida, Specific Appropriation 1114A. DSRs document the total eligible costs and the total Federal share (75%) of those costs. The Grantee agrees to provide one-half of the non-Federal share (12½% of total eligible costs). As a condition of receipt of this funding, the Subgrantee similarly agrees to provide one-half of the non-Federal share (12½% of total eligible costs). Administrative costs, which according to the schedule are in addition to and not part of the DSR(s) eligible costs, and are otherwise eligible under 44 CFR 206.228 and involve no required match, will be funded by FEMA.

8. PAYMENT OF CLAIMS:

a. SMALL PROJECTS: The Grantee shall make payment to the Subgrantee of the Federal share of the eligible costs as soon as practicable after execution of this Agreement.

b. LARGE PROJECTS: The payments for Large Projects will be on a cost reimbursement basis and subject to receipt of the following: (1) a Request For Advance or Reimbursement Form (blank form attached hereto as Exhibit B); (2) a Summary of Documentation Form, listing the DSR #, identifying the audit ready documentation that exists to support the payment request, identifying the dollar amounts of each eligible cost, and identifying the Subgrantee's own internal reference number (voucher, warrant, purchase order, etc.); and (3) a letter providing a brief synopsis of the request, and certifying that the reported costs were incurred in the performance of eligible work.

c. ADVANCES: This Subgrantee may be paid an advance of funds provided that the Subgrantee: (1) demonstrates and maintains the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement; (2) submits budget data on which the request is based; (3) submits a justification statement explaining the necessity for and proposed use of the funds, and specification of the amount requested; and (4) submits a completed Request for Advance or Reimbursement Form. After any advance, and in the event no advance is provided, all payments shall be on a cost reimbursement basis. Subgrantee shall promptly,

but at least quarterly, remit interest earned on advances (if any) to the Grantee for remittance to FEMA.

d. IMPROVED PROJECTS: If the Subgrantee desires to make improvements, but still restore the predisaster function of the damaged facility in accordance with 44 CFR 206.203, the Subgrantee must obtain prior approval from the Grantee.

e. ALTERNATE PROJECTS: In any case in which the Subgrantee determines that the public welfare would not be best served by restoring a damaged public facility, or function of that facility, the Subgrantee may request that the Grantee and FEMA approve, in advance of performing any work, an alternate project in accordance with 44 CFR 206.203.

f. The Grantee may, in its sole discretion, withhold a percentage of funding provided on each DSR in order to protect against subsequent adverse determinations by FEMA regarding previously authorized or disbursed grant funds.

9. FINAL PAYMENT: The final payment will be made only after project completion, submission of all required documentation, final inspection (Large Projects), review of Project Listing and/or inspection (Small Projects), and a request for final reimbursement.

10. RECORDS MAINTENANCE: The Subgrantee agrees to maintain all records pertaining to the projects described in the DSR(s) and the funds received under this Agreement until all issues relating to the inspection and final audit have been completed, and any action or resolution of outstanding issues have been completed. In no event will such records be maintained for a period of less than three (3)

years from the date of the final payment under this Agreement.

Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Grantee, its employees and agents, and to FEMA, its employees and agents.

11. RECOVERY OF FUNDS: If the final inspection, audit, or other review by FEMA, the State, or any other authorized entity determines that payment made under this Agreement exceeds the amount of actual eligible costs, the Subgrantee shall, within forty-five (45) days of receipt of the determination notice, repay the Grantee the amount determined to be in excess of the actual costs.

12. AUDIT:

a. Subgrantees shall submit an Audit of Agreement Compliance to the Grantee as provided herein. This audit will be performed by an independent Certified Public Accountant or other entity independent of the Subgrantee in accordance with the standards of the Comptroller General as specified in the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. The agreement number of this grant must be identified with the audit submitted. Such audit shall also comply with the requirements of Sections 11.45 and 216.349, Florida Statutes and Chapter 10.550, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, as amended, 31 USC 7501 through 7507, and OMB Circular A-133. If the Subgrantee is a private non-profit organization, it shall submit an organization-wide

audit. All audits are due seven (7) months after the termination of the entities fiscal year.

b. The Grantee may require the Subgrantee to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of the Subgrantee's internal controls, fiscal data, and management systems established to safeguard the Subgrantee's assets and to ensure compliance with this Agreement.

c. If this Agreement is closed out without an audit, the Grantee reserves the right to recover any disallowed costs identified in an audit after such close-out.

13. NONCOMPLIANCE: If the Subgrantee violates any of the conditions of disaster relief assistance under the Robert T. Stafford Act of 1988, Public Law 93-288 as amended by Public Law 100-707, the FEMA-State Agreement, applicable state law or applicable state or federal regulations, including those noted herein, additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected or the Grantee may take any other action that is legally available.

14. NONDISCRIMINATION/CONTRACTORS: The Subgrantee shall maintain an active program of nondiscrimination in disaster assistance as outlined in 44 CFR, Parts 7 and 16, and 44 CFR Section 206.11. The Subgrantee shall comply with federal regulations concerning the General Services Administrative Consolidated List of

Debarred, Suspended and Ineligible Contractors, as provided in 44 CFR Part 17.

15. MODIFICATION: Either party may request modifications to this Agreement, including work to be completed on the DSR(s) and the time performance period. Such modifications MUST be proposed in writing by either party and become effective only upon execution by both parties.

16. TIME FOR PERFORMANCE: All activities funded under this Agreement shall be timely performed and completed. In accordance with 44 CFR 206.204, and subject to any approved extension by the Governor's Authorized Representative (GAR) or the Federal Regional Director, the term for performance of debris clearance or emergency work is six (6) months from the date of the declaration of a major disaster or emergency. Permanent work must be completed within eighteen (18) months of the date of the declaration of a major disaster or emergency. Within sixty (60) days after expiration of the latest approved extension for Large Projects, the Summary of Documentation, a request for final inspection and supporting documentation identified in Paragraph 6, REQUIRED DOCUMENTATION: REVIEW AND INSPECTION, shall be submitted to the Grantee. Within thirty (30) days of the later of: (1) the completion of all work, or (2) receipt of FEMA's approval of the Final Inspection, the Subgrantee shall submit the completed Project Listing to the Grantee. Time extensions may be granted on an individual basis, in accordance with 44 CFR 206.204. If any extension request is denied, the Subgrantee may be reimbursed for eligible project costs incurred up

to the latest approved completion date. Failure to complete the project will result in the denial of funding for that project.

17. CONTRACTS WITH OTHERS: If a Subgrantee contracts with any other entity (herein after "contractor") for performance of any of the work required under this Agreement, the Subgrantee agrees to include in the contract that the contractor is bound by the terms and conditions of this Agreement with the Grantee, and to provide the contractor with a copy of this Agreement. The Subgrantee further agrees to include in the contract that the contractor shall hold the Subgrantee and the Grantee harmless against all claims of whatever nature arising out of the performance of the work by the contractor under the contract. To the extent that the Subgrantee has outstanding, uncompleted, contracts for work for which reimbursement will be requested under this Agreement, Subgrantee agrees to use its best efforts to modify said contracts in accordance with this paragraph.

18. TERMINATION: Either party may request termination of this Agreement, in writing, delivered in person, or by certified mail, to the party's representative who executes this Agreement. Said termination may be accomplished by mutual agreement of the parties, effective thirty (30) days after an executed modification to effect termination.

19. LIABILITY:

(a) The Grantee assumes no liability whatsoever to third parties as a result of this Agreement. Except as otherwise provided in subparagraph (b) below, the Subgrantee shall be solely responsible

to parties with whom it shall deal in carrying out the terms of this Agreement, and shall indemnify and save the Grantee and the State of Florida harmless against all claims, suits, liabilities and damages, of whatever nature, arising out of the performance of activities funded or contemplated under this Agreement. For purposes of this Agreement, Subgrantee agrees that it is not an employee or agent of the Grantee but is an independent contractor.

b. Any Subgrantee which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subgrantee to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the performance of this Agreement.

c. Subgrantee represents and warrants that hazardous and toxic materials, if present at any locations where the scope(s) of work will be performed, are at levels within regulatory limits and do not trigger action required by Federal, State or local laws or regulations. Subgrantee further represents and warrants that household hazardous waste meeting the definition set forth in 40 CFR shall be handled in a manner which meets all Federal, State and local laws and regulations. Subgrantee further represents and warrants that the presence of any condition(s) or material(s) on site, which

is subject to Federal, State or local laws and regulations (including but not limited to: above ground or underground storage tanks or vessels, asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals, and septic tanks), shall be handled and disposed of in accordance with the pertinent requirements.

20. REPORTS: The Subgrantee shall provide quarterly progress reports to the Grantee. The first report is due three (3) months after the date of execution of this Agreement or at a date negotiated between FEMA and the Grantee if one is so negotiated, and quarterly thereafter until the work has been completed and approved through final inspection. All reports shall be provided using the attached Quarterly Report Form. Interim inspections shall be scheduled by the Subgrantee prior to the final inspection and may be requested by the Grantee based on information supplied in the quarterly reports. The Grantee may require additional reports as needed. The Subgrantee shall, as soon as possible, provide any additional reports requested by the Grantee. The Grantee contact will be the state public assistance officer for all reports and requests for reimbursement.

21. STANDARD CONDITIONS: The Subgrantee further agrees to be bound by the following standard conditions:

a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, or the provision of funding to the Grantee pursuant to Section 252.37, Florida Statute's.

b. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria for completion is due to events beyond the control of the Subgrantee.

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

d. The Grantee may unilaterally cancel this Agreement for refusal by the Subgrantee or its contractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Subgrantee or its subcontractor in conjunction with this Agreement. It is expressly understood that substantial evidence of the Subgrantee's or their contractor's refusal to comply with this provision shall constitute a breach of contract, and constitute grounds for termination.

e. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the Subgrantee agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress in connection with the awarding of this Agreement or any amendments or modifications of this Agreement.

f. The Subgrantee certifies with respect to this Agreement that it possesses the legal authority to receive the funds.

g. The Subgrantee shall comply with any Statement of Assurance attached hereto, which shall be incorporated herein. The Subgrantee acknowledges that the responsibility for complying with the approved subgrant award rests with the recipient Subgrantee and acknowledges that failure to do so constitutes grounds for the recission or suspension of this subgrant and may influence future subgrant awards.

22. TERM: This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification in accordance with paragraph 15, above.

23. NOTICE AND CONTACT: All notices under this Agreement shall be in writing, delivered either by hand delivery or certified mail to the representative and address below:

FOR THE GRANTEE:

Joseph F. Myers GAR
State Public Assistance
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

FOR THE SUBGRANTEE:

Walter D. Gossett, County Coordinator
P. O. Box 1010
Fernandina Beach, FL 32035

24. The Subgrantee hereby authorizes J. M. "Chip" Oxley, Jr.,
Ex-Officio Clerk as its designated Agent, to execute Requests for
Reimbursement, necessary certifications, and other supplementary
documentation.

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this
Agreement;

FOR THE SUBGRANTEE:

FOR THE GRANTEE:
STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

By: *[Signature]*

By: *[Signature]*

Vice-Chairman, Board of Co. Commissioners
Title

Governor's Authorized Rep.
Title

August 25, 1998

9-14-98

Date

Date

59 186 3042

Subgrantee's Federal
Employer Identification No.

CATALOGUE OF FEDERAL DOMESTIC
ASSISTANCE NUMBER: 83.545 DISASTER ASSISTANCE

Attest:

Approved as to form by the
Nassau County Attorney:

[Signature]

[Signature]

J.M. OXLEY, JR.
Its: Ex-Officio Clerk

MICHAEL S. MOLLIN

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK**

Applicant _____ Disaster No. FEMA- -DR-FL

DCA Agreement

No. _____ Project Application No. _____ DSR No. _____

Applicant's Reference No. (Warrant, Voucher, Claim or Schedule No.)	Delivery Date of articles or performance services.	<p align="center"><u>DOCUMENTATION</u></p> List Documentation (Applicant's payroll, material out of applicant's 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.	Amounts Applicant Eligible Costs
		TOTAL	
		DSR	
TOTAL			

A separate form will be prepared for each DSR.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
 SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
 CLAIMED FOR ELIGIBLE DISASTER WORK

Applicant _____ 1 _____ Disaster No. 2 FEMA-1195-DR-FL

No. 98-RM-M9-

Applicant's Reference No. (Warrant, Voucher, Claim or Schedule No.)	Delivery Date of articles or performance services.	DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's 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.	Amounts Applicant Eligible Costs
6	7	8	9
TOTAL			10
TOTAL			11

A separate form will be prepared for each DSR.

Project Application No. _____ 3 _____ DSR No. _____ 4

Instructions for Preparation of the

SUMMARY OF DOCUMENTATION

Form

Payments on large projects are made on a cost reimbursable basis. The applicant needs to prepare a Summary of Documentation form for each large project (over \$47,100 in Disaster 1195) Damage Survey Report (DSR) showing funds expended in order to be reimbursed for that DSR.

Payments on small projects are provided based on estimates approved by FEMA. However, information shown on the Summary of Documentation is needed for **all** small projects if an applicant requests additional funding for overruns on small projects. Since the regulations {44CFR 206.204(e)} provide for added small project funding only after offsetting underruns against overruns on other small projects, information only on the overruns is not sufficient.

A separate form must be prepared for each Project DSR, or master DSR if there are supplemental DSRs

Example, see numbers on attached blank form

1. Applicant Name: Example "Bay County"
2. Disaster Number: Example Hurricane Opal "FEMA-1069-DR-FL"
3. Project Application No: Example "005-00000"
4. DSR No: Example "15025"
5. DCA Agreement No: This is the 15 digit number on the first page of your Disaster Relief Funding Agreement starting with 98-RM-M9.
6. Applicant Reference Numbers, these should provide a reference to the file that contains the information on the cost that doesn't require a reference to the DSR No. and could include:

- a. Warrant number
- b. Check number
- c. Schedule number
- d. Voucher number
- e. Payroll Register

- 7. Delivery date: This column should show inclusive dates for the work performed for costs on this line.
- 8. Documentation: This column should show the following features as relevant to the type of work covered:
 - a. Location of the work
 - b. Vendor or contractor
 - 1. brief description of work performed
 - c. Summary of labor
 - d. Summary of material and supplies
 - e. Summary of equipment
- 9. Applicant's Eligible Costs: Use this column for your extensions and totals of eligible costs.
- 10. Total: This is the total or subtotal (if more than one form is needed) of your eligible costs.
- 11. DSR Total: This is the approved amount of the Damage Survey Report.

The Governor's Authorized Representative's staff is available to provide you with additional assistance in filling out these forms and obtaining funding for eligible costs.

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
 DIVISION OF EMERGENCY MANAGEMENT



Request for Advance or Reimbursement for
 Public Assistance Funds

SUBGRANTEE NAME: _____
 DECLARATION NO: FEMA- _____ -DR-FL

ADDRESS: _____

PAYMENT No: _____ DCA Agreement No: 98-RM-M9-

DSR AMOUNT	PREVIOUS PAYMENT	CURRENT REQUEST	Approved	Comments
DSR#	CATEGORY	DSR#	CATEGORY	
DSR#	CATEGORY	DSR#	CATEGORY	
DSR#	CATEGORY	DSR#	CATEGORY	
DSR#	CATEGORY	DSR#	CATEGORY	
DSR#	CATEGORY	DSR#	CATEGORY	

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE _____

NAME AND TITLE _____

DATE: _____

TO BE COMPLETED BY DEPARTMENT OF COMMUNITY AFFAIRS

APPROVED DSR AMOUNT \$ _____

ADMINISTRATIVE COST \$ _____

GOVERNOR'S AUTHORIZED REPRESENTATIVE _____

APPROVED FOR PAYMENT \$ _____

DATE _____

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY REPORT FORM

SUBGRANTEE: _____
PROJECT LOCATION: _____
PA ID#: _____
DSR#: _____
DISASTER NUMBER: FEMA-DR-FL- _____
QUARTER ENDING: _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %
Project Proceeding on Schedule: Yes No
Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

NOTE: Department of Community Affairs (DCA) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact DCA as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

INSURED'S AUTHORIZATION TO RELEASE INFORMATION

_____ hereby authorizes our insurance company(ies) to
Name of Applicant
release directly to the Governor's Authorized Representative, Department of Community
Affairs of the State of Florida, any and all information needed to process damage survey
reports related to a federally-declared disaster. Date of Loss: _____

To assist in this process, the following data is provided:

1. Legal Name Referenced in the Policy: _____

2. Windstorm Insurer: _____

Name and Address

3. Policy Number: _____

4. CLAIM NUMBER(S): _____

5. Adjuster: _____ () _____

Name

Telephone number

6. Flood insurer: _____

Name and address

7. National Flood Insurance Policy Number: _____

8. CLAIM NUMBER(S): _____

9. N.F.I.P. Adjuster: _____ () _____

Name

Telephone number

Authorized Representative
of Named Insured

Signature

Printed Name

Title

Date