

DIVISION OF EMERGENCY MANAGEMENT

To be completed by Grantee:

Contract #: 05-PA-G%-10-60-02-984 and 06-WL-&K-10-60-02-703

Disaster Declaration: DR 1545, DR1609

Applicant: Lake Worth Beach, City of

PW(s): 470, 6477

Category of Work: A

PUBLIC ASSISTANCE PROGRAM
REPAYMENT PLAN AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2025, between the Florida Division of Emergency Management (“FDEM” or “Grantee”) and the City of Lake Worth Beach (the “City” or “Sub-grantee”) to facilitate the repayment of funds by the City to Grantee.

WHEREAS, Grantee provides disaster assistance to government entities and certain nonprofit organizations through the federally funded Disaster Grants—Public Assistance (“PA”) Program of the Federal Emergency Management Agency (“FEMA”); and

WHEREAS, FDEM’s Bureau of Recovery administers the PA program and assists applicants in returning damaged or destroyed public facilities, infrastructure, and services to pre-disaster conditions; and

WHEREAS, after the final inspection of a project it is sometimes determined that there was an over-allocation of grant funds or, in some cases, projects are de-obligated partially or completely after the FDEM Public Assistance Program has done everything reasonably possible to assist applicants with maximizing all allowed benefits from this program; and

WHEREAS, it can be difficult for some governmental agencies and nonprofit organizations to access sufficient funds to repay Grantee/FEMA in a timely manner.

NOW THEREFORE, in order to facilitate repayments by the City and thus ensure the availability of funds for other applicants, FDEM has developed this Repayment Plan. In consideration of the mutual promises and conditions contained herein the parties to this Repayment Plan agree to the following terms:

1. **Disaster Funding Agreement:** Sub-grantee acknowledges that it executed Disaster Funding Agreements for Hurricane Frances and Hurricane Wilma, Disaster Declaration 1545 and 1609, respectively, and a copy of those agreements are attached here to as Attachment 1.

2. **Funds Owed:** Sub-grantee agrees that it is obligated to return \$1,136,197.21 in previously disbursed PA funds to FDEM as Grantee for FEMA.
3. **Repayment Terms:** Sub-grantee agrees that it will repay the PA funds to the Grantee as follows:

The City will return \$1,136,197.21 in previously disbursed PA funds to the Grantee. The repayment shall be made in 24 equal monthly payments (\$47,341.55) that will begin on February 1, 2025 and final payment in the amount of \$47,341.55 on February 1, 2026. Payments will be made prior to the 15th of each month of this Agreement, until the total amount has been returned. See attached Attachment 2 (Payment Schedule).

4. **Interest:** Grantee will not include a penalty or processing fee and no interest will be charged on the outstanding funds. Any interest that may be charged to Florida Division of Emergency Management as the Grantee from FEMA as to the outstanding funds will be passed on to the Sub-grantee.
5. **Payment Address:** All payments from the Sub-grantee should be sent to the following address for receipt by Grantee on or prior to the 15th day of each month of this Agreement:

Florida Division of Emergency Management
ATTN: FDEM Cashier
2555 Shumard Oaks Boulevard
Tallahassee, FL 32399-2100

Payments can also be made via Electronic Fund Transfer provided the necessary forms have been completed and signed prior to the due date of the first payment. Payments made by Electronic Fund Transfer are required to follow the payment schedule as outlined in this Agreement.

Please contact your re-payment plan custodian in order to obtain the forms necessary for Electronic Fund Transfer, as well as any questions related to the receivable and/or re- payment plan. The re-payment plan custodian for this Agreement is as follows:

Carri Roper
Recovery Admin & Mgmt. Cost Manager
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399-2100
850-815-4427 850-591-2190
Carri.Roper@em.myflorida.com

6. **Late Payments:** All payments received after the 15th day of each month of this Agreement shall be deemed late. After three late payments, this Agreement will terminate, and the entire amount owed will be due immediately.
7. **Failure to Pay:** If the Sub-grantee does not make the payments as agreed and specified in this Agreement, then any payments due the Sub-grantee for the same disaster will be withheld. Additionally, FDEM reserves the right to apply obligated funds from other disasters to correct the deficiency in Sub-grantee's account in accordance with such provisions contained in Sub-grantee's executed funding agreement. Further, the Grantee reserves the right to initiate legal action against the Sub-grantee to recover the PA funds at issue, including referring the repayment issue to the Florida Department of Financial Services for resolution through other Sub-grantee funding sources.

Delinquent accounts, payments not received within 15 days of the due date, with no alternate arrangements made with the Grantee, will be considered a failure to pay and will be referred to the Florida Department of Financial Services, as above. The Sub-grantee will be notified via letter sent certified mail following the 15th of delinquency.

8. **Descriptive Headings:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this plan.
9. **Governing Law:** This Public Assistance Program Repayment Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida. Venue for any legal action related to this Agreement will be in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned dully authorized officials.

**City of Lake Worth Beach,
Florida**

**Florida Division of
Emergency Management**

By: _____

By: _____

Betty Resch, Mayor

Print Name

Date

Date

ATTEST:

Melissa Ann Coyne, City Clerk

Attachment 2
Payment Schedule

Contract # 05-PA-G%-10-60-02-984 and 06-WL-&K-10-60-02-703
Disaster Declaration # 1545 & 1609
Applicant: Lake Worth Beach, City of

Payment	Date Due	Amount Due
1	2/1/2025	\$47,341.55
2	3/1/2025	\$47,341.55
3	4/1/2025	\$47,341.55
4	5/1/2025	\$47,341.55
5	6/1/2025	\$47,341.55
6	7/1/2025	\$47,341.55
7	8/1/2025	\$47,341.55
8	9/1/2025	\$47,341.55
9	10/1/2025	\$47,341.55
10	11/1/2025	\$47,341.55
11	12/1/2025	\$47,341.55
12	1/1/2026	\$47,341.55
13	2/1/2026	\$47,341.55
14	3/1/2026	\$47,341.55
15	4/1/2026	\$47,341.55
16	5/1/2026	\$47,341.55
17	6/1/2026	\$47,341.55
18	7/1/2026	\$47,341.55
19	8/1/2026	\$47,341.55
20	9/1/2026	\$47,341.55
21	10/1/2026	\$47,341.55
22	11/1/2026	\$47,341.55
23	12/1/2026	\$47,341.55
24	1/1/2027	\$47,341.55
TOTAL:		\$1,136,197.20