

**SETTLEMENT AGREEMENT BETWEEN STATE OF FLORIDA, EXECUTIVE OFFICE OF THE  
GOVERNOR, DIVISION OF EMERGENCY MANAGEMENT**

**AND**

**the City of Lake Worth Beach, Florida**

THIS agreement made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the State of Florida, Executive Office of the Governor, Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee Florida 32399, (hereinafter referred to as "Division"), AND the City of Lake Worth Beach, Florida (hereinafter referred to as "Sub-grantee").

WHEREAS, the Division and the Sub-grantee entered into contract nos. 05-PA-G%-10-60-02-984 and 06-WL-&K-10-60-02-703, Disaster Funding Agreements related to DR-1545 Hurricane Frances and DR-1609 Hurricane Wilma, respectively.

WHEREAS, the Division issued payments in the full amount of the project(s) Federal and State obligations in line with Sub-grantee submitted Request(s) for Reimbursement, corresponding supporting documentation and/or small project certification of completion.

WHEREAS, the Sub-grantee completed the work outlined in the project scopes of work, provided necessary supporting documentation of expenditures and/or small project certifications of completion, and accepted related payments from the Division.

WHEREAS, subsequent to the issuance of project payments, the Federal Emergency Management Agency (FEMA) de-obligated Project costs, reducing the Federal obligation for the projects.

WHEREAS, the aforementioned FEMA de-obligation created a deficit balance for the projects of \$1,136,197.21 in Federal Funds.

WHEREAS, the Sub-grantee, entering into contract no. 05-PA-G%-10-60-02-984 and 06-WL-&K-10-60-02-703, agreed to return funds to the Division in excess of eligible costs.

WHEREAS, the Sub-grantee has acknowledged this debt and the undersigned has the legal authority to bind the Sub-grantee to pay this debt. The Sub-grantee's payment status and continuing eligibility for this program will be reviewed annually.

WHEREAS, each of the funding agreements 05-PA-G%-10-60-02-984 and 06-WL-&K-10-60-02-703 provide, "If upon final inspection, final audit, or other review by the Division, 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 the Division 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."

THEREFORE, the Division offers a repayment plan in such situations, provided the full balance owed to the State of Florida is satisfied within a two-year period.

1. The Sub-grantee herein agrees to submit payment to the Florida Division of Emergency Management, in order to satisfy the debt to the State of Florida. The first payment will be due following execution of the Repayment Plan, and continuing on a monthly basis through 2026, per the schedule provided in the Repayment Plan (Attachment A, hereto), which is incorporated herein by reference. The aforementioned disaster funding agreements for Hurricanes Frances and Wilma are included in the Repayment Plan as Attachment 1 and a detailed monthly payment schedule is included in the Repayment Plan as Attachment 2.
2. This agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, the Sub-grantee has no obligation to make any payments pursuant to this agreement.
3. The parties to this agreement further agree and covenant that this agreement is binding on both parties, their heirs-at-law, and their assigns or successors in interest as evidenced by their signatures and lawful executions below.
4. All terms and conditions of this settlement as fully set forth in this document and no other material terms of settlement exist outside this document and its attachment.
5. Notwithstanding paragraph 6 of the Repayment Plan ("Late Payments"), the Division shall have the option to cause the remaining unpaid installment to immediately become due if the Sub-grantee fails to pay any installment hereof by the 15<sup>th</sup> of any month that an installment is due. Should the Division exercise this option it must notify the Sub-grantee.
6. The Division agrees that, as long as the Sub-grantee timely pays each installment due to the Division pursuant to the terms of this agreement, including the Repayment Plan, the Division will not setoff, withhold, or otherwise defer payment of monies, including grant funds, otherwise payable or disburseable to the Sub-grantee on account of the debt that is the subject of this agreement.
7. This agreement does not limit the City's right or ability to pursue Public Assistance reimbursement of those FEMA de-obligations giving rise to the debt that is the subject of this agreement.
8. All parties hereto hereby severally waive presentment for payment, demand, notice of non-payment, protest, and all pleas of division and discussion.
9. All amounts subject to this agreement, as well as scope of work and eligible costs are subject to final review and approval of FEMA at project closeout.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed, the date first above written.

---

Sub-grantee Signature

---

FL Division of Emergency Management Signature

---

Date

---

Date

---

Witness

---

Date

---

Witness

---

Date

## **INSTRUCTIONS**

**\*\*This document requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer as well as the date of signature, and the signature of two witnesses.**

NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub-grantee must be attached to the Agreement for review by FDEM.

### **AUTHORIZED AGENT**

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Sub-grantee.

- a. Private Non-Profit Corporation: the chair of the board of directors or president;
- b. City: the mayor or city manager;
- c. County: the county chairperson;
- d. School Board: the superintendent;
- e. Fire District: the district chief;
- f. Special Districts: the executive director;
- g. Institution of Higher Education: the president of the institution;
- h. Charter School: the chair of the board of directors;
- i. Sheriff's Office: the Sheriff;
- j. State Agencies: the Secretary or Appointing Authority of the Agency;
- k. Houses of Worship: (title);
- l. All other Sub-grantees: the chief executive officer of the entity.