

FLORIDA RECOVERY OBLIGATION CALCULATION

Reducing Risk. Building Resilience.



MUTUAL AID WITH REIMBURSEMENT IN MIND

Understanding documentation requirements to ensure FEMA reimbursement



INTRODUCTIONS



Kevin Guthrie, MA, CEM, FPEM

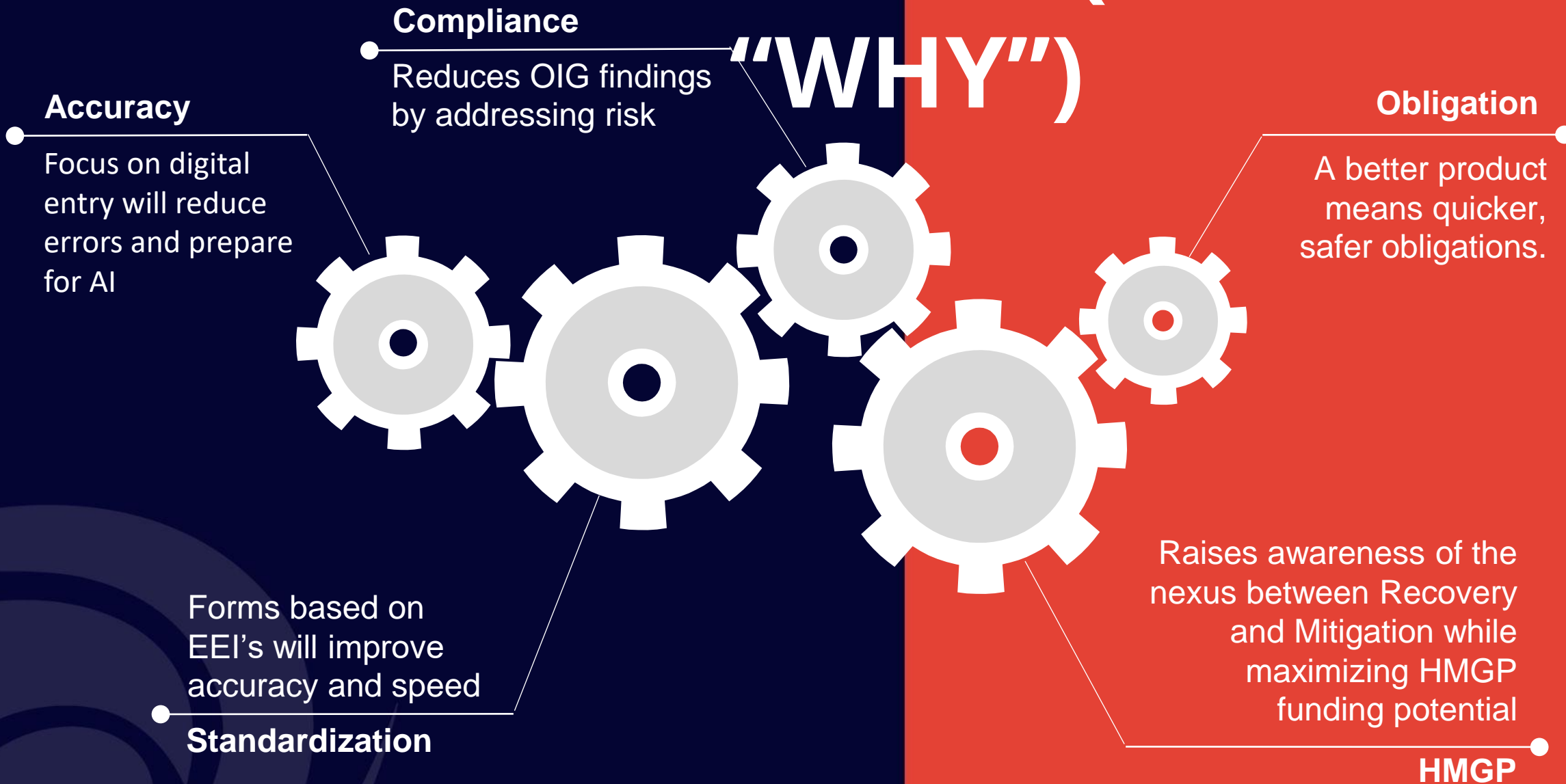
Director
Florida Division of Emergency
Management



Alyssa Carrier, CFM

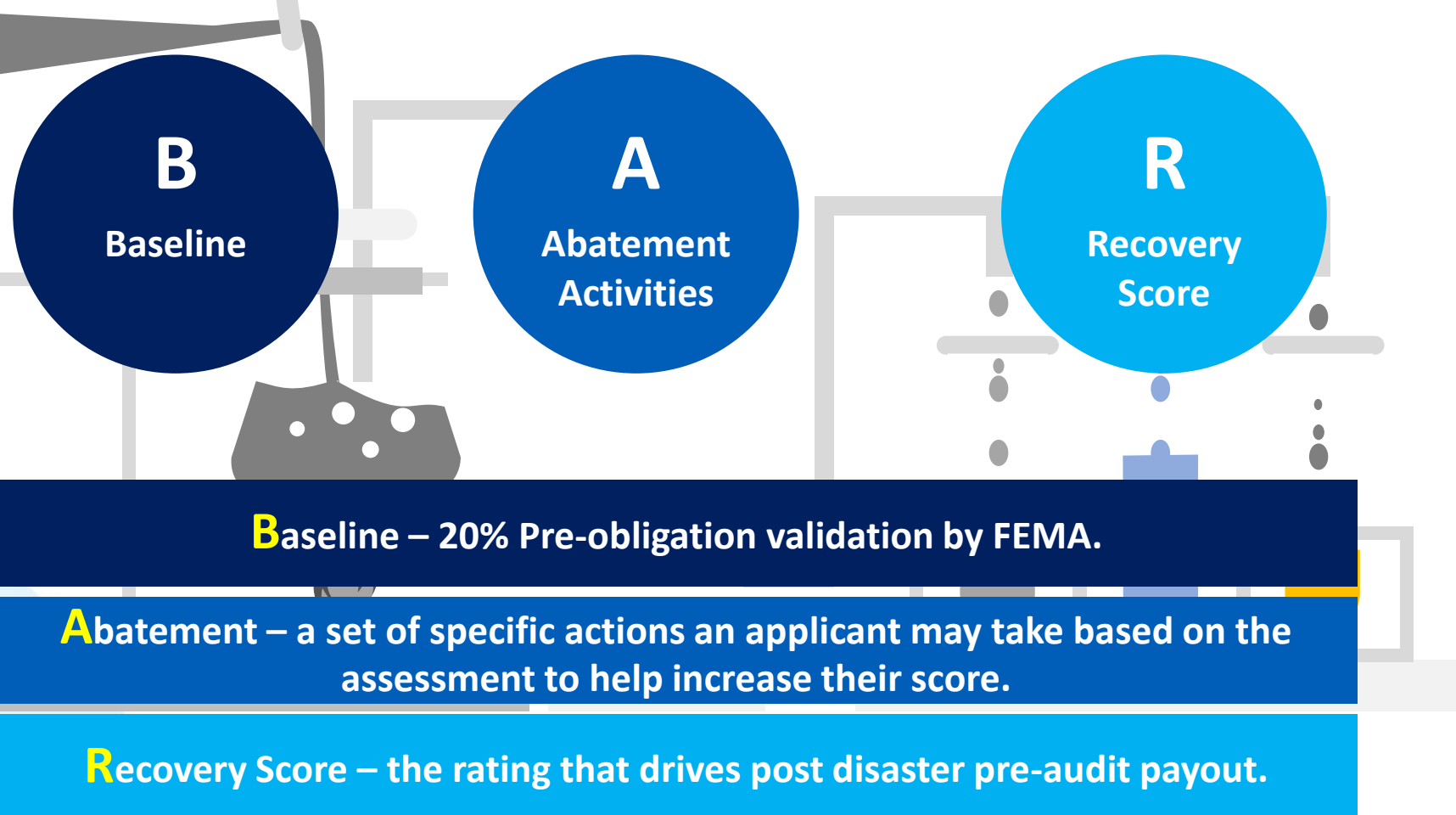
Founder and CEO
AC Disaster Consulting

F-ROC: (THE "WHY")



THE F-ROC FORMULA

The purpose of F-ROC is to reduce applicant risk and simplify the Public Assistance Process by following a simple formula.



OUR #1
GOAL:
RAISE THE
B.A.R.

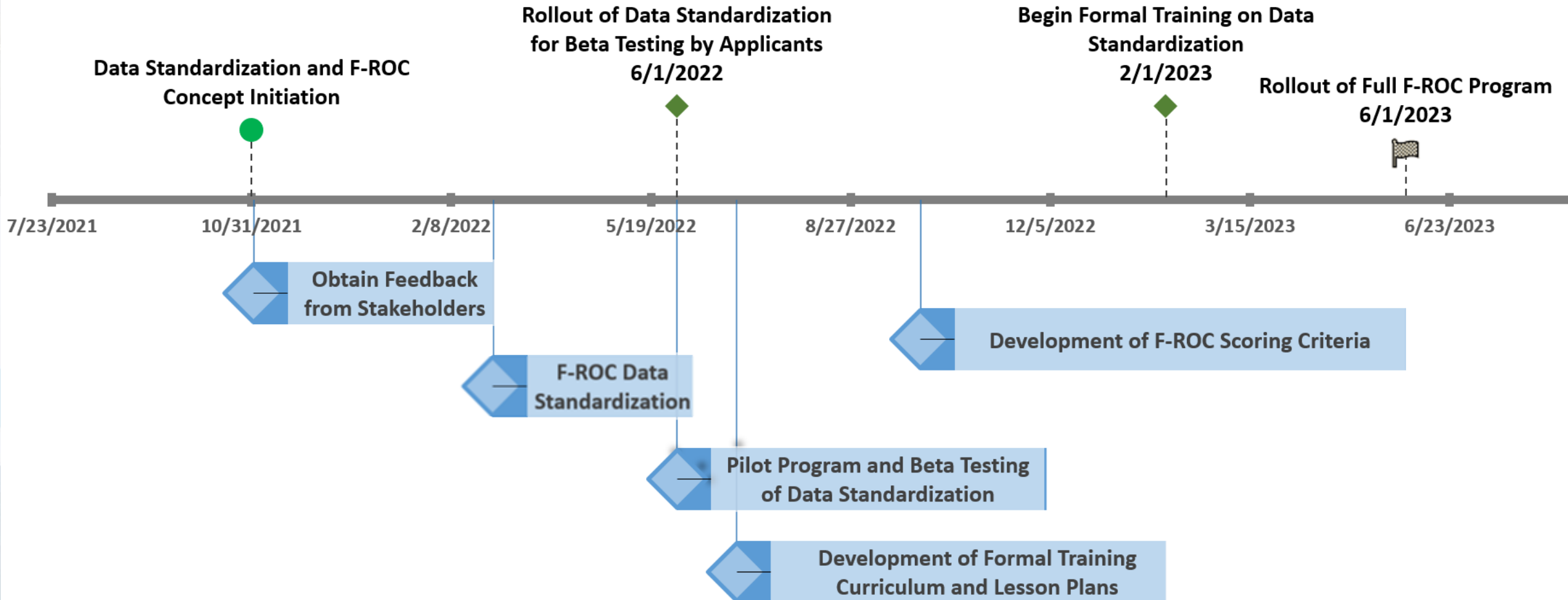


EXAMPLES OF F-ROC CRITERIA

ABATEMENT

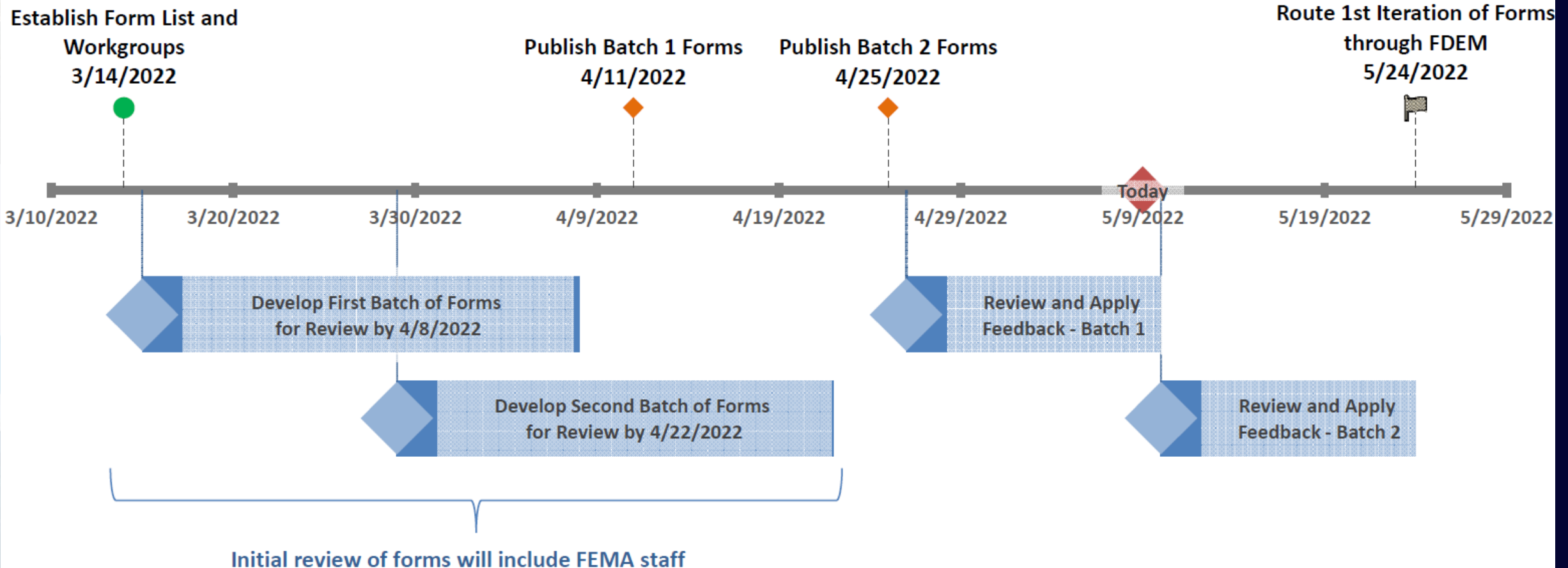
- SVI/Equitable Distribution
- Execution of relevant plans
 - Response
 - Recovery
 - Mitigation
 - Long-Term Recovery
- **Use of standardized forms**
- Contracts – Compliance with
- Policies
- Implementation of processes
- **Training**
- 406 Mitigation Projects

PROJECTED F-ROC TIMELINE OF EVENTS



F-ROC DATA

STANDARDIZATION: CAT A & B



REQUEST FOR QUOTES

F-ROC TRAINING



Training Objectives

- Develop F-ROC Form and Project Formulation Training Materials
- Provide world class training on FDEM PA Forms/Project Formulation in ALL Florida Counties



Timeline

- 4/29/2022: Distribute RFQ
- 5/20/2022: Contractors Provide Quotes
- Early 2023: Training Begins



Next Steps

- Participate in Training Offerings
- 2022 F-ROC Pilot Program
- Stay up to date through F-ROC@em.myflorida.com

“BETA TEST” PROGRAM

01



Goal #1: Diverse Applicant Pool

- Small/medium/large counties, Municipalities, PNP's
- FDEM PA Forms will be available to everyone

02



Goal #2: Identify the Bugs

- Every new process has flaws
- Beta Testing will find and resolve them quickly

03



Goal #3: Improve the Process

- An essential component of the F-ROC process is continuous improvement

HOW CAN I STAY INFORMED?

Have feedback
or ideas?



Want to receive
updates?

Want to implement a
similar program?

Please send an email to F-ROC@em.myflorida.com.

F-ROC FORM STANDARDIZATION

Reducing risk. Building Resilience.

A bedrock of the F-ROC Concept, we'll show you real forms that are currently in development with FEMA.



DRAFT: INDIVIDUAL DAILY LOG

INDIVIDUAL DAILY LOG (214)

Applicant: _____ DATE: _____

Name First, Last: _____ EMPLOYEE ID: _____

Cat. A – Debris Removal Cat. B – Emergency Protective Measures Cat. C – Roads and Bridges
Cat. D – Water Control Facilities Cat. E – Building and Equipment Cat. F – Utility Systems
Cat. G – Recreational & Other *Note: If conducting temporary repairs to a Cat C – G site, please utilize Cat B for this time.*

Cat.	Event Hours Worked (Military Time Only)			Detailed Description of Event Work Performed	Work Location
	Start Time	End Time	Total Hour		

TOTAL EVENT HOURS: = the sum of disaster hours (listed above) for today.

PURCHASES MADE / MATERIALS USED (ATTACH RECEIPTS/INVOICES)

Cat.	Quantity	Item Description	Stock ID	Invoice #

VEHICLE AND EQUIPMENT ACTIVE USAGE (DRIVER / OPERATOR ONLY)

Cat.	Hours	Vehicle / Equipment Description	Equipment ID#

I CERTIFY THE INFORMATION ON THIS FORM IS ACCURATE

EMPLOYEE SIGNATURE: _____

DATE: _____

DRAFT: TEAM DAILY LOG

TEAM DAILY ACTIVITY REPORT (214)

Applicant: _____ Date: _____

Team Lead: _____ Employee ID: _____

Team Name: _____ Team ID: _____

Cat. A – Debris Removal Cat. B – Emergency Protective Measures Cat. C – Roads and Bridges

Cat. D – Water Control Facilities Cat. E – Building and Equipment Cat. F – Utility Systems

Cat. G – Recreational & Other *Note: If conducting temporary repairs to a Cat C – G site, please utilize Cat B for this time.*

Cat.	Disaster Hours Worked (Military Time Only)			Detailed Description of Disaster Work Performed	Work Location
	Start Time	End Time	Total Hours		

TEAM MEMBERS

Start Time	End Time	Total Hours	Name – Last, First	Employee ID

VEHICLE AND EQUIPMENT ACTIVE USAGE (DRIVER / OPERATOR ONLY)

Equipment Operator	Equip ID	Vehicle / Equipment Description	Hours

PURCHASES MADE / MATERIALS USED (ATTACH RECEIPTS/INVOICES)

Quantity	Item Description	Stock ID	Invoice #

Comments _____

I CERTIFY THE INFORMATION ON THIS FORM IS ACCURATE

EMPLOYEE SIGNATURE: _____ DATE: _____

DRAFT: FRINGE BENEFITS CALCULATION

FLORIDA DIVISION OF EMERGENCY MANAGEMENT FORCE ACCOUNT LABOR FRINGE BENEFIT CALCULATION WORKSHEET (BY INDIVIDUAL)			Page: _____
Applicant/Subgrantee or Mutual Aid Claimant		For FA: _____	FIPS# _____
		For MA: _____	EIN# _____
Location/Site of Work		Category _____	
		State EOC Msn# _____	
Description of Work:		Declaration# _____	
FRINGE BENEFIT (Employer's Cost)	REGULAR TIME PAY (By Percent)	OVERTIME PAY (By Percent)	
Social Security	7.65		
Retirement			
Workers Compensation Insurance			
Unemployment Insurance			
Health Insurance Benefits		N/A	
Life Insurance Benefits		N/A	
Annual (Vacation) Leave		N/A	
Holiday Leave		N/A	
Average Used Sick Leave		N/A	
Other (Specify Below): _____		N/A	
TOTAL (% of Annual Leave)	7.65	0.00	
<p>Instructions:</p> <p>The following steps will assist in calculating the percentage of fringe benefits paid on an employee's salary. Note that items and percentages will vary from one entity to another.</p> <p>1) The normal year for most employees consists of 2,080 hours (52 weeks x 5 workdays/week x 8 hours/day). Police and firefighters often exceed over 2,900 hours. This does not include holidays and vacations.</p> <p>2) Determine the employee's basic hourly pay rate (e.g., annual salary/2,080 hours.)</p> <p>3) Fringe benefit percentage for Vacation time: Divide the number of hours of annual vacation time provided to the employee by 2,080 (e.g., 80 hours/2,080 = 3.85%)</p> <p>4) Fringe benefit percentage for paid Holidays: Divide the number of paid holiday hours by 2,080 (e.g., 64 hours/2,080 = 3.07%.)</p> <p>5) Retirement pay: This measure varies widely; use only the percentage of salary matched by the employer.</p>			

6) Social Security and Unemployment Insurance: Both are standard percentages of salary.		
7) Insurance: This benefit varies by employee. Divide the amount paid by the city or county by the basic pay rate determined in Step 2.		
8) Workman's Compensation: This benefit varies by employee. Divide the amount paid by the city or county by the basic pay rate determined in Step 2. Use the rate per \$100 to determine the correct percentage.		
Comments (i.e., Explain Other Specified Benefits):		
The above information was obtained from time records that are available for audit.		
Certified	Title	Date

DRAFT: DONATED RESOURCES EMERGENCY WORK CHECKLIST

Donated Resources Guide – Emergency Work

The Applicant *may* apply the offset if all of the following conditions are met:

- The donated resource is from a third party. A third party includes private entities or individuals, including individuals that are normally paid employees of the Applicant or Federal, State, Territorial, or Tribal government, but are volunteering as unpaid individuals and not on behalf of the employer)
- The donated resource is necessary and reasonable
- The Applicant uses the resource in the performance of eligible work¹⁸⁹ and within the respective Project's period of performance
- The Applicant or volunteer organization tracks the resources and work performed, including description, specific locations, and hours. The Applicant must track the donated resources for Permanent Work to the specific Project for which it is associated.

However, the value of a donated resource is ineligible as an offset toward the non-Federal cost share if the resource is:

- Donated by a Federal agency
- Donated by another federally funded source
- Funded through a Federal award
- Used as an offset to any other Federal award
- Used for ineligible work

Documentation Requirements

The Applicant needs to submit the following to support donated resources (not an all-inclusive list):

For each individual:

- Sign-in sheet
- Name
- Title and function (required for professional services)
- Days and hours worked
- Location of work and work performed

For each piece of equipment:

- Type of equipment and attachments used, including year, make, and model
- Size/capacity (e.g., horsepower, wattage)
- Locations and days and hours used; should include usage logs
- Operator name (required when requested)
- Schedule of rates, including rate components (if not using FEMA rates)

Purchased equipment:

- Invoices or receipts
- Locations and days and hours used
- Who donated each piece of equipment

Supplies or materials:

- Quantity used
- Who donated
- Location(s) used
- Invoices or other documentation to validate claimed value

Determining the Offset Amounts

FEMA applies values to donated resources as follows:

• **Volunteer Labor:** The offset is based on the same straight-time hourly labor rate, and fringe benefits, as a similarly qualified person in the Applicant's organization who normally performs similar work. FEMA does not offset volunteer labor based on overtime or premium rates. If the Applicant does not have employees performing similar work, FEMA credits the non-Federal share based on a rate consistent with those ordinarily performing the work in the same labor market that the Applicant would otherwise compete for that type of work

• **Equipment:** The offset is based on equipment rates and must not exceed the fair rental value (if loaned) or the fair market value of equipment that is in similar age and condition at the time of donation (if donated with a transfer of title).

• **Supplies or Materials:** The offset is based on current commercial rates which FEMA validates based on invoices from previous purchases or information available from vendors in the area. The amount must not exceed the fair market value at the time of donation.

• **Buildings or Land:** For buildings or land donated permanently (i.e., with a transfer of ownership), the offset is based on the fair market value at the time of donation as established by an independent appraisal and certified by the Applicant.

• **Space:** For building or land space donated for temporary use, the offset is based on the fair rental value of comparable privately-owned space in the same locality as established by an independent appraisal.

• **Logistical Support:** Reasonable logistical support for volunteers doing eligible work, such as donations warehousing and management related to eligible work, may be eligible either for funding (if the Applicant provides the logistical support) or as a donated resource offset (if a third party provides the logistical support), subject to approval by FEMA.

DRAFT: PROCUREMENT/ COMPLIANCE CHECKLIST

Public Assistance Applicant Procurement Compliance Checklist

Purpose:

Checklist for Reviewing Procurements under Grants by States, local and tribal governments, Institutions of Higher Education, Hospitals, and private non-profit organizations - 2 C.F.R. pt. 200. Revised on 11/21/18.

Complementary Resources:

- Procurement Rules Online: www.ecfr.gov
2 C.F.R. 200.317-326 can be viewed in its entirety at this website.
Title 2 → Subtitle A → Chapter II → Part 200 → Subpart D → Procurement Standards
- [Field Manual](#) and [Supplement](#) available at www.fema.gov/procurement-disaster-assistance-team

Applicant Name:										
Reviewer Name:	Date Reviewed:									
Type of Entity Conducting the Procurement										
The term "non-Federal entity" (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, territorial or tribal government, or private-non-profit entity).										
1	<table border="0"> <tr> <td>Is the NFE a State as defined by 2 C.F.R. § 200.90?</td> <td>Yes <input type="checkbox"/></td> <td>→ The NFE must comply with 2 C.F.R. 200.317, 200.322, and 200.326</td> </tr> <tr> <td></td> <td>No <input type="checkbox"/></td> <td>→ The NFE must comply with 2 C.F.R. 200.318 through 200.326</td> </tr> </table>	Is the NFE a State as defined by 2 C.F.R. § 200.90?	Yes <input type="checkbox"/>	→ The NFE must comply with 2 C.F.R. 200.317, 200.322, and 200.326		No <input type="checkbox"/>	→ The NFE must comply with 2 C.F.R. 200.318 through 200.326			
Is the NFE a State as defined by 2 C.F.R. § 200.90?	Yes <input type="checkbox"/>	→ The NFE must comply with 2 C.F.R. 200.317, 200.322, and 200.326								
	No <input type="checkbox"/>	→ The NFE must comply with 2 C.F.R. 200.318 through 200.326								
2	<table border="0"> <tr> <td>Does the procurement comply with the State's own procurement laws, rules, and procedures? §200.317</td> <td>Yes <input type="checkbox"/></td> <td></td> </tr> <tr> <td></td> <td>No <input type="checkbox"/></td> <td>→ The procurement does not comply with federal requirements</td> </tr> </table>	Does the procurement comply with the State's own procurement laws, rules, and procedures? §200.317	Yes <input type="checkbox"/>			No <input type="checkbox"/>	→ The procurement does not comply with federal requirements			
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	No <input type="checkbox"/>	→ The procurement does not comply with federal requirements								
3	<table border="0"> <tr> <td>Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322</td> <td>Yes <input type="checkbox"/></td> <td></td> </tr> <tr> <td></td> <td>No <input type="checkbox"/></td> <td>→ The procurement does not comply with federal requirements</td> </tr> <tr> <td></td> <td>N/A <input type="checkbox"/></td> <td>→ Work does not involve the use of materials (e.g., debris removal or otherservices) or the NFE is not a political subdivision of a State</td> </tr> </table>	Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322	Yes <input type="checkbox"/>			No <input type="checkbox"/>	→ The procurement does not comply with federal requirements		N/A <input type="checkbox"/>	→ Work does not involve the use of materials (e.g., debris removal or otherservices) or the NFE is not a political subdivision of a State
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	No <input type="checkbox"/>	→ The procurement does not comply with federal requirements								
	N/A <input type="checkbox"/>	→ Work does not involve the use of materials (e.g., debris removal or otherservices) or the NFE is not a political subdivision of a State								



Contract Clauses			
Required Contract Clauses	4	If the contract amount exceeds \$250,000, does it address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties?	Yes <input type="checkbox"/> No <input type="checkbox"/> → The contract does not comply with federal requirements N/A <input type="checkbox"/>
	5	If the contract amount exceeds \$10,000, does it address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement?	Yes <input type="checkbox"/> No <input type="checkbox"/> → The contract does not comply with federal requirements N/A <input type="checkbox"/>
	6	If the contract is for construction, does it include the required Equal Employment Opportunity clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> → The contract does not comply with federal requirements N/A <input type="checkbox"/>
	7	For construction contracts exceeding \$2,000 awarded under a Federal grant, does the contract include a Davis-Bacon Act clause and Copeland "Anti- Kickback" Act clause addressing prevailing wage rates?	Yes <input type="checkbox"/> No <input type="checkbox"/> → The contract does not comply with federal requirements N/A <input checked="" type="checkbox"/> → Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses
	8	If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers, does the contract include the required Contract Work Hours and Safety Standards clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> → The contract does not comply with federal requirements N/A <input type="checkbox"/>
	9	Rights to Inventions Made Under a Contract or Agreement	Yes <input type="checkbox"/> No <input type="checkbox"/> → The contract does not comply with federal requirements N/A <input checked="" type="checkbox"/> → This requirement does NOT apply to the Public Assistance Grant Program
	10	If the contract or subrecipient amount exceeds \$150,000, does the contract include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act?	Yes <input type="checkbox"/> No <input type="checkbox"/> → The contract does not comply with federal requirements N/A <input type="checkbox"/>



DRAFT: PROCUREMENT/ COMPLIANCE CHECKLIST

Required Contract Clauses	11	Does the contract include a Suspension and Debarment clause?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not comply with federal requirements
	12	Does the contract include a Byrd Anti-Lobbying clause?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not comply with federal requirements
	13	For contracts exceeding \$100,000, have bidders submitted the required Byrd Anti-Lobbying Certification?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not comply with federal requirements
			N/A <input type="checkbox"/>	
	14	Does the contract include a clause requiring the contractor to maximize use of recovered/recycled materials?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not comply with federal requirements
			N/A <input type="checkbox"/> →	Work does not involve the use of materials (e.g., debris removal or other services) or NFE is not a political subdivision of a State
Recommended Contract Clauses	15	Does the contract include a clause allowing for changes or modifications to the contract?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not include provisions recommended by FEMA
			N/A <input type="checkbox"/>	
	16	Does the contract include a clause requiring the contractor and any subcontractors to comply with applicable provisions governing Department and FEMA access to records?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not include provisions recommended by FEMA
			N/A <input type="checkbox"/>	
	17	Does the contract restrict any contractors and subcontractors from using DHS's seal, logo, or flag without express permission?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not include provisions recommended by FEMA
			N/A <input type="checkbox"/>	
	18	Does the contract contain a clause requiring the contractor to comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures and directives?	Yes <input type="checkbox"/>	
			No <input type="checkbox"/> →	The contract does not include provisions recommended by FEMA
			N/A <input type="checkbox"/>	



MUTUAL AID ELIGIBILITY



- Defined by FEMA as 'a non-binding agreement between SLTT entities, where one entity desiring assistance is the 'Requesting Entity', with the jurisdiction providing the aid is the 'Providing entity'
- Providing Entity's straight-time and overtime labor are eligible, including fringe benefits
- Backfill of Providing Entity's overtime is eligible- Straight time for backfill personnel is not eligible
- When the Requesting Entity is a SLTT government and the Providing Entity is another division within the same SLTT government, Straight time is not eligible
- FEMA Reimburses Equipment time based on the Mutual Aid agreement, or FEMA Equipment Rates
- FEMA will pay to repair damaged equipment- if properly Documented

MUTUAL AID REQUIREMENTS

Minimum Components for Inclusion Within Mutual Aid Assistance (MAA) Frameworks:

- Agency POCs
- Liability for parties
- Compensation
- Reimbursement
- Credentialing and qualifications
- Licensure and certification
- Mobilization
- Termination Language
- Documents for MA proof:
 - Written agreement
 - Services requested and received
 - Listed information of labor, supplies or equipment
 - Invoices



Benefits:

- Broadens available resources in terms of equipment and labor
- Ensures needed resources are deployed to locations most needed

ENSURING FEDERAL REIMBURSEMENT



MAA-related costs are eligible within PA Grants when used for:

- Emergency Work (A-B)
- Emergency utility restoration (regardless of Cat-B or F)
- Grant Management Activities (as defined per FEMA Recovery Policy FP 104-11-2, Public Assistance Management Costs (Interim))

MAA-related costs are ineligible when used for:

- Resources preparing to deploy; (pre-positioning is eligible, with caveats)
- Dispatch operations outside the receiving State, Territory, or Tribe;
- Training and exercises; and
- Support for long-term recovery and mitigation operations.

PROCESS AND DOCUMENTATION

- Mutual Aid Agreements pre-event are critical!
- Post Incident Agreements
 - When the Requesting and Providing Entities **do not have a written agreement**, OR where **such an agreement exists but is silent on reimbursement**, the entities may verbally agree on the resources to be provided and on the terms, conditions, and costs of such assistance.
 - Should be consistent with best practices described in FEMA NIMS Mutual Aid Guidelines (2017)
 - PAPPG v4 doesn't specify a specific timeframe for signing an "after-the-fact" MAA other than prior to funding, but it should be done as quickly as possible.
 - Prior to funding, the Requesting Entity must document the verbal agreement in writing, have it executed by an official of each entity with the authority to request and provide assistance, and submit it to FEMA (preferably within 30 days of the Applicant's Briefing).



COMMON ISSUES IN REIMBURSEMENT

- Temporary Work vs. Permanent Work
- 214's and timesheets not matching
- Documentation not matching mutual aid agreements



THANK YOU!

Questions? Comments?

Alyssa Carrier
acarrier@acdisaster.com
(940) 367-8094

Kevin Guthrie
kevin.guthrie@em.myflorida.com
(850) 294-8250

We want your feedback!

F-ROC@em.myflorida.com

