



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 28, 2026

CBCA 8847-FEMA

In the Matter of MADISON COUNTY SCHOOL DISTRICT

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Kelly Ann Kennedy, Deputy General Counsel, and Caleb Keller, Senior Attorney, Florida Division of Emergency Management, Tallahassee, FL, counsel for Grantee; Cassie Sykes, Recovery Appeals Officer, and Melody Cantrell, Recovery Legal Liaison, Florida Division of Emergency Management, Tallahassee, FL, appearing for Grantee.

Sarah Ahmadia and Jasmyn Allen, Office of Chief Counsel, Federal Emergency Management Agency, Department of Homeland Security, Washington, DC, counsel for Federal Emergency Management Agency.

Before the Arbitration Panel consisting of Board Judges **VERGILIO**, **KANG**, and **VOLK**.

KANG, Board Judge, writing for the Panel.

Madison County School District (Madison) seeks arbitration of the Federal Emergency Management Agency's (FEMA) denial of its request for public assistance (PA) funding for replacement of roofing and ancillary items for the Central Middle School in Madison, Florida, in connection with the disaster declared for Hurricane Idalia. For the reasons explained below, we conclude that Madison is not eligible for PA funding.

Background

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. §§ 5121–5207 (2024), provides the statutory authority for FEMA’s federal disaster response activities. Congress enacted the Stafford Act to provide “assistance by the Federal Government to State and local governments in carrying out their responsibilities to alleviate the suffering and damage which result from [major] disasters.” 42 U.S.C. § 5121(b). The Stafford Act is “designed to assist the efforts of [eligible entities affected by major disasters] in expediting the rendering of aid, assistance, and emergency services, and the reconstruction and rehabilitation of devastated areas.” *Id.* § 5121(a)(2).

On August 31, 2023, Hurricane Idalia made landfall in Florida, causing strong winds, rain, and tidal surge across parts of the state, including Madison County. Request for Arbitration (RFA) at 9. Also on August 31, 2023, the President declared Hurricane Idalia an emergency and issued a disaster declaration with an incident period of August 27, 2023, to September 4, 2023. *See* FEMA-4734-DR-FL, <https://www.fema.gov/disaster/4734> (last visited August 27, 2026).

According to photos and descriptions provided by Madison, the Central Middle School campus consists of ten buildings: (1) the gymnasium, (2) the cafeteria, (3) building 100, (4) building 200/300/400, (5) building 500/600, (6) building 700/800, (7) building 900, (8) building 1000, (9) building 1100, and (10) the child development building. RFA at 10, 27. This appeal concerns the roofing over what Madison calls the main campus of the Central Middle School, which is comprised of the first nine buildings. *Id.*

Certain of the main campus buildings appear to be connected or contiguous. RFA at 27. Other buildings appear to be connected by small covered walkways. For example, there is a covered walkway between buildings 500/600 and 700/800; between buildings 1000 and 1100; between buildings 200/300/400 and 100; between building 200/300/400 and the cafeteria; and between the cafeteria and the gymnasium. *See id.*

Prior to Hurricane Idalia, each of the main campus buildings was covered by aluminum roofing slopes. Madison Exhibit 19 at 3; FEMA Exhibit 17 at 3.¹ The roofing slopes consisted of interlocking sixteen-inch standing seam aluminum panels that ran vertically from the slope’s ridge (high point) to its eave (low point). Madison Exhibit 1 at 3; FEMA Exhibit 17 at 3. The slopes were made by laying the panels side by side and crimping one edge of the panel over the edge of the adjacent panel and then finishing the edges of the

¹ For all exhibits, .pdf page numbers are cited.

panels. Madison Exhibit 19 at 3; FEMA Exhibit 17 at 3-4. Photos provided by Madison show that each roof slope was comprised of numerous individual panels. *See* Madison Exhibit 1 at 7, 9-13, 16-19, 23-39.

Madison contends that Hurricane Idalia caused damage to the roofing on the main campus buildings and to ancillary items on the school grounds. Following Hurricane Idalia, the property adjuster for Madison's insurer² retained Halliwell Engineering Associates (Halliwell) to assess damage to the Central Middle School. RFA at 2, 3, 11. Halliwell inspected the Central Middle School and issued a report concerning its findings. The Halliwell report concluded that the roofing over the entire main campus required replacement at a cost of \$3,333,065.38. *Id.* at 11; Madison Exhibit 1 at 4.

Halliwell's conclusion was based on its interpretation of the Florida Building Code, which states:

Not more than 25 percent of the total roof area or roof section of any existing building or structure shall be repaired, replaced or recovered in any 12-month period unless the roof covering on the entire existing roof system or roof section is replaced or recovered to conform to the requirements of this code.

2023 Florida Building Code, Existing Building, 8th Edition, § 706.1.1. The Florida Building Code defines a roof section as follows: "A separating or division of a roof area by existing expansion joints, parapet walls, flashing (excluding valley), difference of elevation (excluding hips and ridges), roof type or legal description; not including the roof area required for a proper tie-off with an existing system." *Id.* § 202.

The Halliwell report stated that, while replacement of damaged panels was possible, any slope with a damaged panel should be replaced in its entirety: "Although Halliwell acknowledges that industry methods do exist to remove and replace individual panels, Halliwell also acknowledges that this can be difficult to perform and may require specialty contractors." Madison Exhibit 1 at 2. For these reasons, Halliwell concluded that "any roof slope with direct storm-related damage, not including scratches, scrapes, and scuffs, [would] require removal and replacement of that slope." *Id.*

The Halliwell report identified nine roof slopes that "were found to exhibit storm related damage" and required replacement. Madison Exhibit 1 at 4. Halliwell further

² Madison was insured by the Florida School Board Insurance Trust, which self-insures property and casualty exposures for Florida School Districts. RFA at 10.

concluded that all of the roofing over the main campus buildings, with the exception of the gymnasium building, was part of a single roof section under the Florida Building Code “because you do not need to step up or down when walking from one roof slope to the next.” Madison Exhibit 19 at 5. Based on this interpretation, Halliwell calculated that the damaged slopes represented more than twenty-five percent of the total roofing area of the main campus. *Id.* at 6. Halliwell therefore concluded that all of the roofing over the main campus buildings, other than the gymnasium, required replacement. *Id.* at 5-6. Madison’s insurer provided funding for the replacement of the entire roof. RFA at 10. Madison was responsible for a deductible amount of \$946,065.80.³ *Id.* at 10, 12.

Madison filed a request for PA funding with FEMA, seeking reimbursement of \$946,065.80 for the costs of the roofing and \$58,043.67 for ancillary items on the school campus such as fencing, aluminum poles, umbrellas, and an electronic sign. RFA at 1; Madison Exhibit 3 at 6-7. In May 2025, FEMA issued a determination memorandum (DM) denying PA funding for the roofing and ancillary items because the documentation provided by Madison did not support the request. FEMA Exhibit 2 at 7.

In September 2025, Madison filed a first-level appeal of the DM. In January 2026, FEMA denied the first-level appeal, finding that Madison did not demonstrate that the damage to the roof was caused by the disaster and that the extent of any damage to the roof did not justify a full roof replacement for all of the buildings. Madison Exhibit 3 at 8. FEMA also found that Madison was not eligible to receive PA funding for the ancillary items because it did not establish their pre-disaster conditions. *Id.*

Madison filed this request for arbitration in March 2026. The parties elected to conduct the arbitration through a hearing, which took place on June 22, 2026. During the hearing, Madison and FEMA each identified one witness, each of whom submitted written testimony ahead of the hearing and were available for cross-examination. Madison’s witness was Dr. Steven Fulmer, a licensed engineer in the State of Florida who inspected the Central Middle School for Halliwell in 2023. Dr. Fulmer provided testimony during cross-examination by FEMA and redirect examination by Madison and also answered questions from the panel. FEMA’s witness was Frediel Rodriguez, a FEMA employee and licensed engineer in the Commonwealth of Puerto Rico, who submitted a declaration and written

³ The record contains conflicting representations regarding whether the gymnasium roofing was replaced, whether the insurer covered the costs of replacing that roofing, and whether Madison sought public assistance for costs associated with that roofing. See RFA at 10; Madison Exhibit 1 at 4; Madison Exhibit 3 at 5; Madison Exhibit 19 at 5. Because we deny the request for arbitration, we need not resolve this matter.

testimony. Madison elected not to cross-examine Mr. Rodriguez during the hearing, and he therefore did not provide testimony.

Discussion

I. Standard of Review and Applicable Regulations

In arbitration matters, the panel reviews FEMA eligibility determinations de novo.⁴ *Monroe County, Florida*, CBCA 6716-FEMA, 20-1 BCA ¶ 37,688, at 182,980. This review extends to determinations of issues of fact. *Harris County, Texas*, CBCA 6909-FEMA, 21-1 BCA ¶ 37,754, at 183,268 (2020). It is the applicant's burden to support its application for PA funding. *City of Hattiesburg, Mississippi*, CBCA 7228-FEMA, 22-1 BCA ¶ 38,029, at 184,685.

PA funding is intended to restore damaged facilities to their prior design and function "in accordance with applicable codes and standards." FEMA Public Assistance Program and Policy Guide (PAPPG) (June 2020) at 140.⁵ To be eligible, costs must be directly tied to the performance of eligible work and adequately documented. *Id.* at 65. An applicant has the burden to demonstrate that damage was directly caused by the disaster, rather than by [d]eterioration; [d]eferred maintenance; [t]he Applicant's failure to take measures to protect a facility from further damage; or [n]egligence." *Id.* at 52; *see also* 44 CFR 206.223(e) (2023).

II. Madison is Not Eligible for PA Funding for Roofing Replacement

Madison did not provide information as to how much of the roofing over the main campus was damaged by Hurricane Idalia. Instead, relying on the opinion of its hearing witness Dr. Fulmer, Madison contends that, due to the type of roofing used on the main campus, damage to any roofing panel on a roof slope required replacement of the entire slope. Dr. Fulmer's inspection and analysis found that certain roof slopes on the main campus had damaged panels and that each of those slopes required replacement. Because,

⁴ Decisions by panels in FEMA arbitrations are not binding precedent for other panels. Rule 613 (48 CFR 6106.613 (published in eCFR)) (Arbitration decisions under the Stafford Act are "primarily for the parties, [are] not precedential, and should concisely resolve the dispute."). We consider the decisions by other panels cited herein to be persuasive authority.

⁵ This version of the PAPPG applies to disasters declared on or after June 1, 2020, but before January 6, 2025. PAPPG at 12; PAPPG (Jan. 2025) at 24.

as Dr. Fulmer represents, the area of these slopes comprised more than twenty-five percent of the roofing surface of the main campus, Madison contends that the entire main campus roofing, excluding the gymnasium, required replacement under the Florida Building Code's twenty-five-percent rule. Madison Exhibit 19 at 5-6. We find no merit to Madison's arguments.

A. Feasibility of Replacing the Roofing Panels

The Halliwell report and Dr. Fulmer's declaration and testimony acknowledge that damaged roofing panels could have been replaced but that replacement of an entire roof slope was the "most effective and feasible way to repair the hurricane damage." Madison Exhibit 19 at 4. Dr. Fulmer's position regarding replacement of entire roofing slopes was based on three primary propositions, none of which is supported by the record.

First, Dr. Fulmer states that, although contractors could perform replacement of panels, "[m]any roofing contractors are not equipped to replace individual panels and create the necessary water-tight seal." Madison Exhibit 19 at 3. Neither Dr. Fulmer nor Madison, however, provided information as to the availability of contractors capable of performing the work or Madison's attempts to find such contractors.

Second, Dr. Fulmer states that replacement of panels was not a cost-effective approach. Madison Exhibit 19 at 3-4. Neither Dr. Fulmer nor Madison, however, provided information about the costs of replacing individual panels. Additionally, Dr. Fulmer acknowledged during his hearing testimony that he did not conduct a comparison of the costs of replacing individual panels with the cost of replacing the entire main campus roof.

Third, Dr. Fulmer states that replacing panels "cannot restore the structural integrity of a compromised locked standing seam metal roof system of the type installed at Central Middle School." Madison Exhibit 19 at 3. Neither Dr. Fulmer nor Madison, however, identified specific standards or authorities to support the assertion that replacing individual panels could not restore the roofs to their pre-disaster design and function.

In contrast to Dr. Fulmer's testimony, Mr. Rodriguez's written testimony states that, for the type of roofing installed on the main campus, "individual panels can be replaced after installation." FEMA Exhibit 16, ¶ 6; FEMA Exhibit 17 at 6. FEMA's consultant identified the roofing as American Buildings brand Loc Seam panels, which is manufactured by Nucor Corporation. FEMA Exhibit 17 at 3. Based on his review of the warranty for the panels, Mr. Rodriguez states that "[r]epairs properly completed by a qualified installer in line with manufacturer-provided specifications and details do not void the manufacturer's weatherability warranties." *Id.* at 6.

FEMA filed its consultant's declaration and written testimony after Madison filed its reply. During the hearing, Madison was given the opportunity to cross-examine FEMA's consultant but elected not to do so. We therefore consider Mr. Rodriguez's testimony unchallenged by Madison. Moreover, nothing in Dr. Fulmer's testimony cites or relies on information that directly contradicts Mr. Rodriguez's testimony. As discussed, Dr. Fulmer acknowledges that replacement of damaged panels was possible but contends without meaningful support that it would have been too difficult, too expensive, or ineffective to do so. In light of the declarations and testimony provided by Dr. Fulmer and Mr. Rodriguez, we conclude that Madison's assertion that damage to any panel on a slope required replacement of the entire slope is not sufficiently supported.

B. The Florida Building Code Twenty-Five-Percent Rule

Madison contends that the damage to the main campus roofing exceeded twenty-five percent of the total area of the roof, which in turn required replacement of the entire roof under the Florida Building Code. Madison's analysis relies on the contention that damage to any panels on a roof slope required replacement of the entire slope. As discussed above, we reject this contention as unsupported. For this reason, Madison cannot count an entire roof slope as a damaged area when calculating the percentage of damaged roofing. Instead, Madison must demonstrate that more than twenty-five percent of the panels comprising the main campus roof, or any individual buildings, were damaged.

As noted, the slopes over the main campus buildings were each comprised of dozens of individual panels. During the hearing, Dr. Fulmer testified that he counted the number of damaged panels during his inspection but acknowledged that he did not provide this information to FEMA and did not have the information to provide to the panel.

Madison has not identified the number of panels damaged or the amount of the roofing that was damaged and therefore cannot establish that the Florida Code's twenty-five percent rule required replacement of the entire main campus roof. On this record, we conclude that Madison is not eligible for PA funding for the replacement of the main campus roof.⁶

⁶ Because we determine that Madison is not eligible for PA funding based on its failure to document the amount of damage to the roofing caused by the disaster, we need not address its argument that the separate buildings of the Central Middle School were covered by a single roofing section, as that term is used by the Florida Building Code. Nonetheless, we briefly note that Dr. Fulmer's interpretation that the separate buildings of the school were covered by a single roof is based on what he characterizes as his understanding that a roof section is contiguous as long as there is no step up or down. Dr. Fulmer acknowledged that

III. Madison is Not Eligible for PA Funding for Replacement of Ancillary Items

Applicant seeks PA funding for the costs of replacing the following ancillary items on the Central Middle School campus that it contends were damaged during the disaster: umbrellas, lights, aluminum poles, and fencing.⁷ RFA at 34. Although these are comparatively small items, applicant must still comply with the requirements of the PAPPG to provide evidence of their pre-disaster conditions and that the disaster caused the damage. *See* 42 U.S.C. § 5172(a)(1)(A); 2 CFR 200.403(g); 44 CFR 206.223(a)(1), (e); PAPPG (June 2020) at 52, 63.

Aside from a general statement that the items needed to be replaced, applicant did not address the actual damage to the items. Applicant also did not provide evidence regarding the pre-disaster condition of each item and did not clearly establish that the damage was caused by the disaster, as opposed to lack of maintenance or a failure to take preventative measures as required. On this record, we determine that Madison is not eligible for PA funding for replacement of ancillary items.

his interpretation was based on discussions and shared understandings with other engineers, rather than any specific guidance from the State of Florida, court or regulatory decisions, or similar authorities. When posed with a hypothetical of two buildings, one thousand feet apart from each other but connected by a narrow covered walkway whose roof was the same height as the building roofs, Dr. Fulmer acknowledged that his interpretation would treat the two buildings as covered by the same roof as long as a person could walk across the thousand-foot covered walkway without stepping up or down. This interpretation does not appear to be reasonable or consistent with the purpose of the Florida Building Code.

⁷ Applicant also sought PA funding to replace an electronic sign but subsequently withdrew its request for this item. Applicant's Reply at 18.

Decision

Madison is not eligible to receive PA funding for the costs of the roofing or the ancillary items.⁸

Jonathan L. Kang
JONATHAN L. KANG
Board Judge

Joseph A. Vergilio
JOSEPH A. VERGILIO
Board Judge

Daniel B. Volk
DANIEL B. VOLK
Board Judge

⁸ The parties each raise other collateral arguments. Although we do not address every argument, we have reviewed them all and find no basis to conclude that Madison is eligible for reimbursement.