



Town of Perdido Beach

**RESOLUTION 2018-01 AUTHORIZING THE MAYOR TO SIGN AND SUBMIT
STATE-LOCAL DISASTER ASSISTANCE AGREEMENT – FEMA 4349-DR-AL,
BETWEEN THE STATE OF ALABAMA AND THE TOWN OF PERDIDO BEACH,
ALABAMA**

WHEREAS, on November 16, 2017 President Donald Trump approved a major disaster declaration for Alabama; and

WHEREAS, Federal funding is available to state and eligible local governments and provides certain nonprofit organizations on a cost sharing basis for emergency work and the repair or replacement of facilities damaged by Hurricane Nate in Baldwin, Choctaw, Clarke, Mobile and Washington counties; and

WHEREAS, on January 3, 2017 Mayor Hamilton submitted to the Department of Homeland Security-Federal Emergency Management Agency, (FEMA), a request for and was approved for such public assistance;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Perdido Beach that Mayor Hamilton is hereby authorized to sign and submit the State-Local Disaster Assistance Agreement to the State of Alabama.

BE IT FURTHER RESOLVED that the agreement between the State of Alabama and the Town of Perdido Beach, Alabama shall be effective on the date signed by the State and the Town of Perdido Beach. It shall apply to all assistance funds provided by or through the State to the Town as a result FEMA disaster –FEMA 4349-DR-AL incident period 10/06/2017 – 10/10/2017

APPROVED AND ADOPTED this **25th day of January, 2018** by the Town Council in special session assembled and under the Seal of the Town of Perdido Beach, Alabama.

Kae Hamilton, Mayor

ATTEST:

Lynn Thompson, Town Clerk

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

(Alabama Emergency Management Agency)

DISASTER: FEMA 4349-DR-AL

CFA # 097.036

APPLICANT NAME: Town of Perdido Beach,

APPLICATION NO.: PA FEMA 4349-DR-AL

TYPE DISASTER: Alabama Hurricane Nate

INCIDENT PERIOD: 10/06/2017 – 10/10/2017

COST SHARES: FEDERAL 75% STATE 12.5% APPLICANT 12.5%

*If the Federal Share changes from 75%, the Non-Federal Share will be divided equally between the State and the applicant.

This agreement between the State of Alabama and the applicant shall be effective on the date signed by the State and the Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above referenced disaster and incident period.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant will use the disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State EMA Director or his or her designee. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR §206 and 44 CFR Part 13. For small projects only, any funds not used for the purposes for which the funds were granted must be used in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR §206.
5. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Regulation 2 CFR Section 200 as applicable.
6. The applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
7. The Applicant will return to the State, within fifteen days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
8. The applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
9. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contract for repair or restoration of public facilities.
10. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
11. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
12. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees.
13. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, CFR Part 17, Subpart F.

14. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance for some costs over \$5000.
15. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
16. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
17. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
18. The Applicant will submit quarterly progress reports on all open large projects. No additional funds will be distributed if quarterly reports are not received in a timely manner.
19. The Applicant will obtain insurance on damaged facilities as outlined in 44 CFR 206.253.
20. The Applicant shall comply with 44 CFR Part 14 and 2 CFR § 200 subpart F, Single Audit Requirements and will provide copies of audit reports when issued, 44 CFR Part 12.26, Non-Federal Audits. All audit reports should be forwarded to the Governor's Authorized Representative, Attention: Public Assistance.
21. The Applicant will provide copies of every audit report issued on the entity at the time of its receipt to:

State of Alabama
 Dept. of Examiners of Public Accounts
 PO Box 302251
 Montgomery, AL 36130-2251
 ATTN: Audit Report Repository

and

State of Alabama
 Emergency Management Agency
 PO Drawer 2160
 Clanton, AL 35046-2160
 ATTN: Public Assistance Officer

Signed for the Applicant:

Susan Kae Hamilton, Mayor
 Name and Title

Susan Kae Hamilton
 Signature

11/17/18
 Date

Signed for the State:

 Governor's Authorized Representative

 Date