

Town of Perdido Beach

RESOLUTION 2010-11

AUTHORIZING THE MAYOR TO SUBMIT TO ALABAMA EMERGENCY MANAGEMENT AGENCY PROJECTS FOR ECONOMIC AND ENVIRONMENTAL RECOVERY AND ADVANCEMENT, RE-ALLOCATING FUNDS PREVIOUSLY GRANTED TO THE TOWN OF PERDIDO BEACH, ALABAMA, FOR THE PURPOSE OF PREVENTING, MINIMIZING OR MITIGATING DAMAGE FROM THE DEEPWATER HORIZON INCIDENT.

WHEREAS, the State of Alabama has issued funds made available from BP for local governments to prevent, minimize or mitigate the damage from the Deepwater Horizon Incident including any protective measures taken to prevent or respond to the oil spill; and

WHEREAS, the Town of Perdido Beach has received such funds, of which approximately \$984,276.24 remains unused for prevention, minimization or mitigation; and

WHEREAS, the Town has been impacted by the influx of oil on to its shores and into the surrounding estuaries and by “lost opportunity” due to time spent by the Mayor and other Town Officials related to the Deep Water Horizon Incident; time that otherwise would have been devoted to town matters; and

WHEREAS, the Town is poised to begin the recovery phase of the tragedy; and

WHEREAS, the re-allocated funds would greatly advance the Town’s recovery.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Perdido Beach, Alabama, hereby authorizes Mayor Parker to submit proposed projects for economic and environmental recovery from impacts due to the Deep Water Horizon Incident and to request that funds previously granted to the Town be re-allocated from “prevention, minimization or mitigation” to “Community Recovery”.

Adopted this 15th day of September, 2010

ATTEST:

Patsy W. Parker, Mayor

Lynn Thompson, Town Clerk

STATE OF ALABAMA)
)
CHILTON COUNTY)

GRANT AGREEMENT

This Grant is entered into by and between the Alabama Emergency Management Agency (“AEMA”) and The Town of Perdido Beach, Alabama, (the “Grantee”). The purpose of this Grant Agreement is to transfer nine hundred and eighty-four thousand, two hundred and seventy-six dollars and twenty-four cents (\$984,276.24) from AEMA to the Grantee as provided by the \$25 million dollar grant from BP to the State of Alabama. These funds are to be used by the impacted governments in Baldwin and Mobile Counties to prevent, minimize or mitigate the damage from the Deepwater Horizon Incident including any project management costs and equipment costs associated therewith or any protective measures taken to prevent or respond to the oil spill.

The designated representative of the Grantee certifies that:

1. He/She has legal authority to apply for the grant on behalf of the Grantee.
2. The Grantee will provide all managerial resources to ensure that the projects are completed in accordance with scope of work, project description and project costs described in the projects application submitted to AEMA through the AEMA Emergency Management Information Tracking System (“EMITS”).
3. Funds awarded should be expended only for the purposes and activities in the project application submitted to AEMA system through EMITS including, but not limited to, the scope of work and project description.
4. Within three (3) days after completion of the project, the Grantee will notify AEMA of completion of the project and allow access to the AEMA, or any of his duly authorized representatives, to inspect the completion of the projects. If the Grantee fails to perform the services described in the project application submitted to AEMA through the EMITS system, the Grantee will reimburse the full amounts of the payments made.
5. The Grantee will establish and maintain a proper accounting system to record expenditure of the funds in accordance with generally accepted accounting standards.
6. The Grantee will give the Director of AEMA, the Chief Examiner of Public Accounts, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and records of the Grantee to make audits, financial reviews, examinations, excerpts, and transcripts. The

Grantee shall send AEMA a report of disbursements of the grant funds on an annual basis until the grant funds has been fully spent.

7. The Grantee will comply with all applicable provisions of state and local law and regulation in regard to procurement of goods and services.
8. The Grantee, by the signature of its authorized representative, certifies that to the best of its knowledge, no conflict of interest existed or now exists which have, may have, or have had any effect on the grant or any contract entered into to be paid by these grant funds.
9. The Grantee agrees that the AEMA director or his designated agent may elect to withhold or, with ten (10) days notice, withdraw all or part of this funding from the Grantee for noncompliance with any portion of the terms stated in this Grant Agreement.
10. By acceptance of the grant, the local government will agree to cooperate with the State of Alabama in any claim or action by the State of Alabama to recover the funds granted through this process from any other source. The cooperation shall include, but is not limited to, immediately reimbursing the State of Alabama any compensation received from any other source for the same costs and/or damages and providing any documentation, evidence, testimony, and other support, as may be necessary for the State of Alabama to recover such funds granted. If a local government receives compensation from any other source for the work performed pursuant to this grant, then that government agrees to reimburse the State of Alabama for the funds received through this process.

Brock Long
Alabama Emergency
Management Agency

Chief Elected Official