

STATE OF ALABAMA)
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BALDWIN COUNTY)

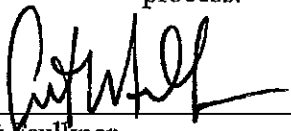
REALLOCATION GRANT AGREEMENT

This Reallocation Grant Agreement is entered into by and between the Alabama Emergency Management Agency ("AEMA") and the City of Foley, Alabama (the "Grantee"). The Grantee was previously awarded grant funds with respect to the Deepwater Horizon Incident. The Grantee has grant funds that have not been liquidated pursuant to the original project application and grant agreement. The Grantee desires to reallocate One Hundred Thirty Two Thousand Nine Hundred Eight Five and 40/100 Dollars (\$132,985.40) of the remaining grant funds to the projects described in the reallocation project application submitted to AEMA. The Grantee understands that these funds are to be used to pay or otherwise cover costs related to the Deepwater Horizon Incident including any project management costs associated therewith.

The designated representative of the Grantee certifies that:

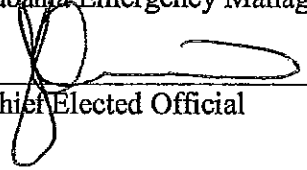
1. He/She has legal authority to apply for the grant on behalf of the Grantee.
2. The Grantee will provide all managerial resources to ensure that the projects are completed in accordance with scope of work, project description and project costs described in the reallocation project application submitted to AEMA.
3. Funds awarded should be expended only for the purposes and activities in the reallocation project application submitted to AEMA including, but not limited to, the scope of work and project description.
4. 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 reallocation project application submitted to AEMA, the Grantee will reimburse the full amounts of the reallocations made pursuant to this Reallocation Grant Agreement.
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 at the end of each fiscal year 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, exists, or will exist which have, may have, or have had any effect on the grant or any contract entered into to be paid by these reallocation grant funds.
9. The Grantee agrees that the AEMA director or his designated agent may elect to, 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 Reallocation 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.



Art Faulkner
Alabama Emergency Management Agency

Date: 7-30-13



Chief Elected Official

Date: 7/17/2013