

Flood Mitigation Assistance SWIFT Grant Recipient-Subrecipient Program Agreement

Under this Agreement, the interests and responsibilities of the Recipient, hereinafter referred to as the State will be executed by the Mississippi Emergency Management Agency. Mr. Stephen C. McCraney, the Governor's Authorized Representative (GAR), is designated to represent the State. The Subrecipient of this Agreement is the **City of Bay St. Louis**. The interests and responsibilities of the Subrecipient will be executed by the Subrecipient's designated applicant's agent.

Under the Flood Mitigation Assistance Swift Grant federal funds in the amount of \$ **531,053.30** are hereby awarded to the Subrecipient as stated below under the following conditions:

Approved Total Project Cost:	\$ 555,220.00
Federal Cost Share:	\$531,053.30
State Cost Share:	\$0.00
Local Cost Share:	\$24,166.70

The Subrecipient agrees and understands that:

1. He/She has legal authority to apply for assistance on behalf of the subrecipient.
2. The Subrecipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state assistance.
3. The Subrecipient will use Hazard Mitigation Assistance Grant Program funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disasters Relief and Emergency Assistance Act.
4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices unless otherwise approved by the Executive Director.
5. The Subrecipient is aware that limited funding available for mitigation requires cost sharing, and that the Subrecipient is required to provide the full non-federal share for such mitigation activities.
6. The Subrecipient will establish and maintain a proper accounting system to record expenditures of disaster funds following generally accepted accounting standards or as directed by the Governor's Authorized Representative.

7. The local cost-share funding will be available within the specified time.
8. The Subrecipient 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 the use of disaster assistance funds.
9. The Subrecipient will return to the state, within 15 days of such request by the Governor's Authorized Representative, any progress payments that are not supported by audit or other federal or state review of documentation maintained by the Subrecipient.
10. The Subrecipient will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.
11. The Subrecipient will comply with all applicable provisions of federal and state laws and regulations regarding procurement of goods and services.
12. The Subrecipient will comply with all federal and state statutes and regulations relating to non-discrimination. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions under this Agreement.
13. The Subrecipient will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Subrecipient will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Subrecipient will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Subrecipient will not enter any cost-plus-percentage-of-cost contracts for the completion of Hazard Mitigation Assistance Grant Projects.
17. The Subrecipient will not enter any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Subrecipient will provide the Recipient copies of audit reports that include funds provided under this agreement.
19. The Subrecipient agrees that the disaster relief project contained in this Agreement will be completed by **December 31, 2026**. Completion dates may be extended upon justification by the Subrecipient and approval by the Governor's Authorized Representative and the

Federal Emergency Management Agency.

20. Construction Project Requirement- Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state, and local laws before the start of any construction activity. Failure to obtain all appropriate Federal, state, and local environmental permits and clearances may jeopardize Federal funding. Any change to the approved scope of work will require re-evaluation by FEMA for the recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
21. If ground-disturbing activities occur during construction, the Subrecipient must ensure monitoring of ground disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the MEMA Office of Mitigation. Documentation must be provided of the monitoring efforts.
22. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Subrecipient violates any of the conditions of this agreement or applicable federal and state regulations; the State shall notify the Subrecipient that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

Stephen C. McCraney
Governor's Authorized Representative

Subrecipient's Authorized Representative

Date

Date