

SWIFT CURRENT PROGRAM AGREEMENT

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

Pursuant to the SWFIT Current Flood Mitigation Assistance Grant # FMA -PJ-04-MS-2022-008, funds in the amount of \$ **531,053.30** are hereby award to the Subgrantee as stated below under the following conditions:

Approved Total Project Cost: \$ **555,220.00**

Federal Cost Share:	<u>\$531,053.30</u>	<u>95.65%</u>
State Cost Share:	<u>\$0.00</u>	<u>0.00%</u>
Local Cost Share:	<u>\$24,166.70</u>	<u>22.97%</u>

The Subgrantee agrees and understands that:

1. He/She has legal authority to apply for assistance on behalf of the Subgrantee.
2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state assistance.
3. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.
4. The Subgrantee is aware that limited funding available for mitigation requires cost sharing, and that the Subgrantee is required to provide the full non-federal share for such mitigation activities.
5. The Subgrantee will establish and maintain a proper accounting system to record expenditures of disaster funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.

6. The local cost share funding will be available within the specified time.
7. The Subgrantee 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.
8. The Subgrantee will return to the state, within 15 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 Subgrantee.
9. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.
10. The Subgrantee will comply with all applicable provisions of federal and state laws and regulations regarding procurement of goods and services.
11. The Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.
12. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
13. The Subgrantee will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
14. The Subgrantee will comply with the National Flood Insurance Program and the community's flood protection ordinance.
15. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Flood Mitigation Assistance ordinance.
16. The Subgrantee will not enter any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
17. The Subgrantee will provide the Grantee copies of audit reports that include funds provided under this agreement.
18. The Subgrantee 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 Subgrantee and approval by the Governor's Authorized Representative and the Federal Emergency Management Agency.

19. Construction Project Requirement- Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state, and local laws prior to 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 recipient and Subrecipient compliance with the National Environmental Policy Act and other was and Executive Orders.

20. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Subgrantee violates any of the conditions of this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee 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 Subgrantee 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

Subgrantee's Authorized Representative

Date

Date