

**Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39208**

August 12, 2010

**Rupert H. Lacy, EMA Director
Harrison County .
Gulfport, MS 39502**

RE: Harrison County 1604-261


We are pleased to inform you that the above referenced Hazard Mitigation Grant has been approved and funded as indicated on the attached Hazard Mitigation Grant Program Agreement. The Hazard Mitigation Grant Program agreement should be signed and returned to this office prior to commencing any activities under your grant.

The following conditions are applicable to this grant:

1. A quarterly report detailing all project activities during the quarter must be submitted within 15 days after the end of each calendar quarter.
2. Any change in the scope of work, period of performance or budget must be requested in writing and have prior approval by MEMA and FEMA.
3. Reimbursement request of eligible cost should be submitted through MitigationMS.org. and include copies of all invoices and receipts.
4. Staff from this office are available to meet with you prior to commencing work to discuss project and financial documentation and reporting requirements.

If you have questions concerning this matter, please contact your district Mitigation Grants Specialist or call 601-933-6884 for districts 1-6 and 228-594-3167 for districts 7-9.

Sincerely,



Robert K. Boteler, CFM
Director, Mitigation Grants Bureau
Office of Mitigation

HAZARD MITIGATION GRANT 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 is Thomas M. Womack, Governor's Authorized Representative (GAR). The Subgrantee to this Agreement is: **Harrison County**

The interests and responsibilities of the Subgrantee will be executed by the Subgrantee's designated applicant's agent.

Pursuant to the Hazard Mitigation Grant **1604-261**, funds in the amount of **\$4,260,024.00** are hereby awarded to the Subgrantee as stated below under the following conditions:

Approved Total Project Cost:	\$4,260,024.00	
Federal Cost Share:	\$3,195,018.00	75%
State Cost Share:	\$1,065,006.00	25%
Local Cost Share:	\$0.00	0%

The Federal cost share may not be greater than 75% of the approved total project cost and the non-Federal cost share (State and Local cost share combined) may not be less than 25% of the approved total project cost.

The Subgrantee agrees 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 disaster assistance.
3. The Subgrantee will use disaster assistance funds solely for the purposes 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 Disaster Relief and Emergency Assistance Act, 44 CFR § 206 and 44 CFR Part 13.
4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.
5. 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.

6. The Subgrantee will establish and maintain a proper accounting system to record expenditure of disaster assistance funds in accordance with 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 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.
9. 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.
10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
12. 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.
13. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Subgrantee will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Subgrantee will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
17. The Subgrantee will not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Subgrantee will provide the Grantee copies of audit reports that include funds provided under this agreement.

19. The Subgrantee agrees that the disaster relief project contained in this Agreement will be completed by **Jun. 4, 2011**. Completion dates may be extended upon justification by the Subgrantee and approval by the Governor's Authorized Representative.
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.

Thomas M. "Mike" Womack
Governor's Authorized Representative

Subgrantee's Authorized Representative

Date

Date