In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation with 90 days, no later than February 5, 2016.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

Please refer the subgrantee to the State HMGP Administrative Plan for project cost overrun regulations. If project costs exceed the amount originally funded and additional federal funds are needed, the subgrantee must contact the Governor's Authorized Representative (GAR). The GAR will evaluate requests for cost overruns and submit to the Regional Administrator written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The State HMGP administrative plan defines the procedure whereby the GAR may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Administrator for review and determination.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process. EHP has placed the following condition on the project:

- Applicant shall coordinate with their local floodplain administrator prior to construction. Copies of any permits and verification of compliance with permits will be required at project closeout. If no permits are required, a statement from the local floodplain administrator will be required at project closeout.

The State (grantee) must obtain prior approval from the Federal Emergency Management Agency (FEMA) before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

The obligation report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Smartlink** on sub-account number **1794DRMSP00000005.**

If you have any questions, please contact Camille Crain of my staff at (770) 220-5485.

Sincerely,

For

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure

11/06/2012
15:49

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP-OB-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1794	23-R	0	38	1	42	MS	Statewide

Subgrantee: MISSISSIPPI EMERGENCY MANAGEMENT AG Project Title : MEMA Coastal Critical Facility Wind Retrofit
Subgrantee FIPS Code: 000-U0220

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$134,070	$134,070	$0	$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$134,070	$0	$0	$134,070	11/06/2012	Accept	2013

Comments

Date: 11/06/2012 User Id: DBURKETT

Comment: 1794-0023-R Aplcn: 38 Amendment 0 Action 1 Allocation Nr. 27 $134,070; MEMA Coastal Wind Retrofit for City of Gautier Police S Jackson County Fort Lakes Fire Department and the Singing River Hospital System Ocean Springs Hospital Phase I (Design) appro for funding HMO

Date: 11/06/2012 User Id: HCRAIN1

Comment: I have submitted an obligation request for new federal funding for 1794-0023 MEMA Coastal Wind Retrofit for City of Gautier Police Station, Jackson County Fort Lakes Fire Department and the Singing River Hospital System Ocean Springs Hospital Phase I (Desig There is no spend plan for DR1794. Please process. Camille

Authorization

Preparer Name: HEATHER CRAIN Preparation Date: 11/06/2012

HMO Authorization Name: DEBORAH BURKETT HMO Authorization Date: 11/06/2012

Authorizing Official Signature	Authorizing Official Title	Authorization Date
[signature]	Chief, HMA Branch	11.6.12

Authorizing Official Signature | Authorizing Official Title | Authorization Date

Page 1 of 1

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

November 26, 2012

Samantha Abell, Director of Economic Development
Gautier, City of.
Gautier, MS 39553

RE: Gautier, City of 1794-23-01

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 will 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.

Sincerely,

Jana N. Henderson, SHMO
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 Robert R. Latham, Jr. Governor's Authorized Representative (GAR). The Subgrantee to this Agreement is **Gautier, City of**. The interests and **responsibilities of the Subgrantee will be executed by the Subgrantee's designated applicant's agent.**

Pursuant to the Hazard Mitigation Grant **1794-23-01**, funds in the amount of **$17,100.00** are hereby awarded to the Subgrantee as stated below under the following conditions:

Approved Total Project Cost:	**$22,800.00**	
Federal Cost Share:	**$17,100.00**	**75%**
State Cost Share:	**$0.00**	**0%**
Local Cost Share:	**$5,700.00**	**25%**

The Federal cost share may not be greater than 75% of the approved Federal project cost and the non-Federal share (State and Local cost share combined) may not be less than 25% of the approved Federal 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 agree 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 **Nov. 8, 2013**. 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.

Robert R. Latham, Jr. Governor's Authorized Representative	**Subgrantee's Authorized Representative**
Date	Date

3

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 279-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a professional services contract with Geotechnical Engineering-Testing, Inc. for soils explorations and geotechnical engineering studies for the proposed Allen Road improvements.

IT IS FURTHER ORDERED that the City Manager and Interim City Clerk are authorized to execute any and all documents necessary.

Motion was made by Councilman Gollott, seconded by Councilman Colledge and the following vote was recorded:

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

_____
MAYOR

ATTEST:

_____
INTERIM CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants & Projects Manager
Through:	Eric Meyer, Economic Development and Planning Director
Date:	November 27, 2012
Subject:	Authorization to enter into a contract with Geotechnical Engineering-Testing, Inc. for Allen Road soils explorations and geotechnical engineering studies

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REQUEST:
The Economic Development and Planning Department requests authorization for the City of Gautier to enter into professional services contract with Geotechnical Engineering-Testing, Inc. for soils explorations and geotechnical engineering studies for the proposed Allen Road improvements at a cost not to exceed $6,630.00.

BACKGROUND:
Allen Road improvements will consist of the design and construction of repaving and widening of approximately 1800 ft. of Allen Road from Highway 57 south and eastward. The road is to be widened from two lanes to two lanes with an interior turn lane.

DISCUSSION:
Geotechnical Engineering-Testing, Inc. proposes to conduct soil test borings and perform physical laboratory soil mechanics tests on selected soil samples. The soils exploration results will be evaluated, engineering analyses will be made, and geotechnical engineering recommendations will be formulated for the project. A final report should be completed within about six weeks after the authorization has been given to proceed.

RECOMMENDATION:
City staff recommends that City Council approve the authorization of the professional services contract as outlined above at a cost not to exceed $6,630.00. City Council may:

1. Authorize entering into the professional services contract as presented; or
2. Authorize entering into a revised professional services contract; or
3. Disapprove entering into the professional services contract as presented.

ATTACHMENT(S):
Proposed Scope of Work and Fees from Geotechnical Engineering-Testing, Inc.
Proposal Acceptance Document