Introduced August 28, 2026, by Councilman Brownfield, seconded by Councilwoman Denham, (by request of Administration)

RESOLUTION R26-23

A resolution authorizing the Mayor of the City of Slidell to execute an agreement with the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, for the Hazard Mitigation Grant Program.

WHEREAS, the Federal Emergency Management Agency has authorized the Hazard Mitigation Grant Program (HMGP) funding for the State of Louisiana, and parishes statewide (while traditionally prioritizing the most impacted areas for funding consideration); and

WHEREAS, the City is eligible for HMGP funding and is required to execute a Hazard Mitigation Grant Program Federally Funded HMGP State Agreement in connection with its participation in such grant opportunity.

NOW THERFORE BE IT RESOLVED by the City of Slidell City Council in legal session convened that the Mayor of the City of Slidell is authorized to execute, on behalf of the City of Slidell, a Hazard Mitigation Grant Program Federally Funded HMGP State Agreement with the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, in substantially the form of the Agreement attached hereto as Exhibit A.

ADOPTED this 28th day of July, 2026.

Thomas "Trey" Brownfield, III
President of the Council
Councilman, District F

Thomas P. Reeves
Council Administrator

EXHIBIT A

HAZARD MITIGATION GRANT PROGRAM
Federally Funded HMGP State Agreement
CFDA 97.039

THIS AGREEMENT is entered into by the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness (hereinafter referred to as the "Recipient), whose domicile is in Baton Rouge, East Baton Rouge Parish, Louisiana,

And:

City of Slidell

(hereinafter referred to as the "Subrecipient").

WHEREAS, The Federal Emergency Management Agency has authorized the Hazard Mitigation Grant Program funding for the State of Louisiana, and parishes statewide (while traditionally prioritizing the most impacted areas for funding considerations); and

WHEREAS, The Subrecipient is located in a parish in Louisiana;

THEREFORE, the Recipient and the Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) DEFINITIONS.

As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:

i. **Eligible activities:** are those activities authorized in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C §§ 5170 (Stafford Act); in accordance with 44 C.F.R., 2 C.F.R., and applicable policies of both the State of Louisiana and FEMA. They include Capability and Capacity Building activities, Mitigation Projects, including Hazard Mitigation Planning. Also, reference Part 4. Eligibility and Requirements, Table 4 of the Hazard Mitigation Assistance Program and Policy Guide.

ii. **Non-Federal cost share**: The portion of the costs of a federally assisted project or program not borne by the Federal Government. The non-federal share is set at 25% non-federal cost share funding for eligible project costs.

iii. **Non-Federal Entity**: A State, local government, federally recognized tribe, or private nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.

iv. **Period of Performance (POP)**: The period of time during which the non-Federal entity may incur new obligations to carry out all administrative actions and award activities, and incur costs. The Recipient is expected to complete the Federal award activities and to incur and expend approved funds within the POP. The POP ends no later than 48 months from the close of the application period. (See *Hazard Mitigation Assistance Program and Policy Guide,* July 30, 2024 Version 2.0).

v. **Project**: Any mitigation measure or action proposed to reduce the risk of future damage, hardship, loss, or suffering from disasters.

vi. **State Approval Package**: The subaward package sent to the Subrecipient from the Recipient that

includes the subaward approval with Federal award amount and non-Federal cost share, FEMA approval letter, Record of Environmental Conditions, and other documentation as applicable.
vii. **Subapplication:** the primary form used to document the location, damage history, scope of work, schedule, and budget, benefit cost analysis, and HMA plan requirements for a proposed mitigation project. It is the basis for the subaward.
viii. **Subaward:** a subapplication that has been approved and funded (formerly known as subgrant).

2) CERTIFICATIONS.

a. The Subrecipient certifies that:

i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.

ii. The individual executing this Agreement on Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subrecipient to its terms.

iii. With respect to any Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals and subcontractors:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and

3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

b. The Subrecipient certifies that to the best of its knowledge and belief:

i. No federally appropriated funds have been or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

1. Subrecipient understands that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," pursuant to 31 USC 1352 in accordance with its instructions.

ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.

c. The Subrecipient understands and agrees that the language of this certification, Sections 2.a and 2.b above, must be included in the award documents for all sub awards at all tiers (including subcontracts, subawards, contracts under grants, loans, and cooperative agreements) and that all Subrecipients must certify and disclose accordingly. The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

i. Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. For all subawards, the Subrecipient will be required to certify that all work was performed in accordance with this HMGP Funding Agreement and the requirements in each subaward is eligible by the scope of work, and are allowable costs that are reasonable and demonstrated to be cost effective and must be able to provide the date(s) of completion. GOHSEP will review all reimbursement requests to ensure all costs charged to the federal award are appropriate and allowable as required by the federal cost principles under 2 C.F.R. 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." 2 CFR 200 requires that expenses charged to a federally sponsored project be 1). necessary to the sponsored project, 2). reasonably charged, 3). allocable, and 4). consistently treated.

e. Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

3) AGREEMENT TO BE BOUND.

a. The parties enter into this Agreement intending to be bound by same.

b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Louisiana and FEMA. The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachments "C-1" and "C-2" and incorporated herein by reference.

c. The Subrecipient, by its decision to participate in the FEMA HMGP, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the pass though entity and fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

4) FUNDING.

a. The federal share is set at 75% federal cost share funding for eligible project costs. (Ineligible project costs do not receive federal funds and do not count toward the non-federal cost share). Eligible Activities fall into the following three (3) categories.

1. **Capability and Capacity Building Activities:**
   a. New Plan Creation and Updates
   b. Planning-Related Activities
   c. Project Scoping/Advance Assistance
   d. Codes and Standards
   e. Innovative Capability and Capacity Building (only flood-related retrofitting projects)

2. **Mitigation Projects:**
   a. Property Acquisition
   b. Structure Elevation
   c. Mitigation Reconstruction
   d. Localized Flood Risk Reduction
   e. Non-Localized Flood Risk Reduction
   f. Stabilization
   g. Dry Floodproofing of Non-Residential Building
   h. Tsunami Vertical Evacuation
   i. Safe Room
   j. Wildfire Mitigation
   k. Retrofit
   l. Secondary Power Source
   m. Warning System (excluding earthquake early warning system)
   n. Earthquake early warning system
   o. Aquifer Recharge, Storage and Recovery
   p. Innovative Mitigation Project

3. **Management Costs:**
   a. Sub-recipient management costs

b. Subject to an authorization of advance payment of funds, where applicable, by the Recipient to the Subrecipient, the Recipient will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Subrecipient subawards.

c. The approved subaward will be provided to the Subrecipient, and must state the cumulative funding allowed, the scope of work, the costs eligible under this Agreement, the Record of Environmental Consideration report (REC), and the total federal share of costs.

d. Subawards may obligate or deobligate funding, thereby amending the total funding for the subaward. These actions will be denoted in the final amendment to the subaward.

e. As a condition of funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to the Subrecipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subrecipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

f. The Subrecipient understands and agrees that the Recipient may offset any funds due and payable to the Subrecipient until the debt to the State is satisfied. In such event, the Recipient will notify the Subrecipient.

c. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. §3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2C.F.R. § 200.337.

5) INSURANCE.

a. The Subrecipient understands and agrees that disaster funding for insurable facilities and residential properties provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA HMA grants in order to avoid a duplication of benefits. The Subrecipient further understands and agrees that if HMA funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per 44 C.F.R 77.6(d)(6).

b. For structures that remain in the Special Flood Hazard Area ("SFHA") after the implementation of the mitigation project, **flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.** The maximum limits of coverage is established in 44 C.F.R. §61.6. Insurance coverage on the property must be maintained during the life of the property regardless of transfer of ownership of such property.

c. For structures that remain in the Special Flood Hazard Area ("SFHA") after the implementation of the mitigation project, the subrecipient (or property owner) must legally record, within the appropriate jurisdiction's land records, a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> *This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to* 42 U.S.C. §5154(a), *notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance.*

d. Subrecipients receiving assistance for projects sited in an SFHA must ensure that these requirements are met by requesting that the participating property owner(s) sign an Acknowledgement of Conditions for Mitigation of Property in an SFHA with FEMA Grant Funds form and providing the form to FEMA prior to award or final approval. This form is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_acknowledgement-conditions-form-ff-206-fy-22-158.pdf or can be found in **GOHSEPgrants.com**, under Resources, in the Forms & Materials tab. Properties that do not meet these requirements will not be eligible to receive assistance under the HMA programs.

e. If an approved Hazard Mitigation project affects the accuracy of an applicable Flood Insurance Rate Map (FIRM) or requires a map amendment to meet a locally adopted floodplain management ordinance, the subrecipient is responsible for ensuring that the appropriate map amendments or revisions are made by utilizing the Letter of Map Revision (LOMR) or Conditional Letter of Map Revision (CLOMR) process. Additional information can be found at this FEMA site: Letters of Map Revision and Conditional Letters of Map Revision | FEMA.gov Costs associated with these map amendments are to be identified in the cost estimate section of a subaward application and may be eligible costs under the HMA programs.

6) DUPLICATION OF BENEFITS PROHIBITED.

a. The Subrecipient understands it or property owners may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subrecipient or property owners receive any other duplicate benefits from any source whatsoever.

b. The Subrecipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any work for which the Subrecipient has received payment from the Recipient.

c. The Subrecipient agrees to notify the Recipient in writing within 30 days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Subrecipient has received duplicate benefits, the Subrecipient gives the Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subrecipient, and to use such remedies as may be available administratively or at law to recover such benefits.

7) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

a. The Subrecipient is responsible for the implementation and completion of the approved subawards in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

b. The Subrecipient must ensure that eligible work complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

c. The Subrecipient, if appropriate for the subaward, should engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all subaward sites as may be needed to ensure that the subaward complies with the contract documents.

8) SUBAWARD DOCUMENTATION REQUIREMENTS

a. Before FEMA will approve a subaward, the Subrecipient must submit a subapplication with the following, completed, components:

1. Scope of Work (SOW) that must be detailed,
2. Work Schedule that covers four (4) years or *less* and is inclusive of all administrative actions related to the subaward,
3. Cost Estimate that provides a detailed budget supporting the SOW and documenting the non-federal cost share (lump sum budgets are not allowed),
4. Cost Share that meets program eligibility requirements,
5. FEMA-approved benefit cost analysis (BCA) or alternative cost-effectiveness documentation showing that the project is technically feasible and cost-effective as demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices,
6. Environmental & Historical Preservation (EHP) Compliance that includes information and documentation for each property identified in the subaward to demonstrate conformance with all applicable laws and regulations, as well as demonstrating that the subaward avoids or minimizes harm to the environment and is the best alternative from the range of options considered, and

b. The Subrecipient must create and maintain documentation of work performed and costs incurred on each subaward site identified in a subapplication sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Recipient determines the Subrecipient has failed to create and maintain such documentation, the Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subrecipient must, within sixty (60) days of receipt of Notice by the Recipient, reimburse the Recipient for all payments disbursed to the Subrecipient, together with any and all accrued interest.

i. Failure of the Recipient to terminate funding when a Subrecipient's breach is discovered does not act as a waiver of the Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.

c. The Subrecipient understands that payment is dependent upon satisfactory adherence to the governing federal and state documentation requirements specified in this Agreement and hereby agrees to submit the following documentation for all subawards (found at https://gohsepgrants.la.gov/site/resources-new.cfm:

Force Account Labor (FAL) Summary Record Form (FF 90-123):

1. Applicant Benefits Calculations Worksheet (FF 90-123), and

Force Account Equipment (FAE) Summary Record Form (FF 90-127):

1. Total equipment hours for each piece of equipment utilized not exceeding total hours charged for equipment operator's time, and

2. Evidence that FEMA's approved equipment rates or rates less than FEMA's rates were used.

3. If the equipment requires an operator, be sure to cross reference equipment time and labor time from the section above.

Materials Summary Record Form (FF90-124):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased (e.g. serial numbers, or other identifying information), costs, dates, vendors, and invoice/receipt numbers; and

2. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of request for proposals (RFPs), responses to RFPs, price quotes, and bid tabulations. If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs. (This is not required for micropurchases (<$10,000).

Rented Equipment Summary Record Form (FF 90-125):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased/rented (e.g. serial numbers, or other identifying information: costs, dates, vendors, and invoice/receipts numbers);

2. Copies of all rental agreements/contracts; and

3. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of requests for proposals (RFPs), responses to RFPs, price, quotes and bid tabulations. If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.

Contract Work Summary Record Form (FF 90-126):

1. Copies of contracts, requests for proposals (RFPs), requests for qualifications (RFQs), responses to RFPs/RFQs, scoring sheets, price quotes, bid tabulations and bid performance and payment bonds (when required). If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.

2. Copies of itemized invoices and/or receipts in sufficient detail to evidence items claimed, worked performed, costs incurred, and vendor descriptions. Include invoices for any administrative functions performed by the contractor toward the management of the grant.

d. The Recipient will use its authority to submit a request for subaward closeout if the Subrecipient has identified the subaward as complete but has failed to submit the request for closeout or provide support for their final claim.

9) PAYMENT

The Recipient agrees to disburse the eligible costs to the Subrecipient in accordance with the following procedures:

Funding for Subawards: Although subaward funding must be based on documented actual costs, most subawards are initially approved based on estimated costs. Funds are made available to the Subrecipient when work is in progress and funds have been expended with documentation of costs. When all work associated with the subaward is complete, the applicant should submit their final claim. The State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.

The Recipient agrees to reimburse the Subrecipient for the federal share of the eligible costs for subawards as soon as practicable after execution of this Agreement, formal notification by FEMA of its approval of the pertinent subaward, and submission of a Reimbursement Request Form (s) (RRF) by the Subrecipient. The submission from the Subrecipient requesting this reimbursement must include items in section 7 as applicable.

In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.

Final Payment: The Recipient agrees to disburse the final payment to the Subrecipient upon satisfaction of the following conditions:

a. the Subrecipient must have completed all activities in accordance with the terms of the subaward, including the scope of work, budget, period of performance, obtaining and maintaining NFIP Flood insurance (if applicable) and final reimbursement request; and

b. the Subrecipient must have submitted the documentation required by this Agreement;

10) RECORDS MAINTENANCE.

a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:

i. The "Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R.

b. The Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report for project completion as certified by the pass-through entity. This occurs when GOHSEP submits the final project closeout to FEMA. The only exceptions are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.

(v) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from

the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

c. All records, reports, documents and other material delivered or transmitted to GOHSEP by the Subrecipient shall remain the property of GOHSEP. All records, reports, documents, or other material related to this Agreement and/or obtained, prepared, and maintained by the Subrecipient in connection with the performance of the services contracted for herein shall be the property of the Sub-recipient. The Subrecipient shall maintain and provide FEMA, GOHSEP, or any other Federal or State agency access to original documentation throughout the life of the grant and must retain it for a minimum period of three years after submitting its final financial report to GOHSEP.

d. The Subrecipient and its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Recipient, the State of Louisiana, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

11) REPAYMENT BY SUBRECIPIENT.

a. If upon final inspection, final audit, or other review by the Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subrecipient under this Agreement exceed the eligible costs, the Subrecipient must reimburse to the Recipient the amount by which the total disbursements exceed the eligible costs no later than sixty (60) days from the date the Subrecipient receives notice of such determination.

b. All refunds or repayments owing to the Recipient under this Agreement are to be made payable to the order of Governor's Office of Homeland Security & Emergency Preparedness and mailed directly to:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Accounts Receivable, C/o: Section Chief Financial Services – Payables
7667 Independence Blvd.
Baton Rouge, LA 70806

Upon notification by GOHSEP, Subrecipient agrees that funds it receives through the FEMA HMA program, which FEMA determines to be ineligible, shall constitute a debt to the State of Louisiana as represented by GOHSEP. This deobligated amount/debt shall be payable to GOHSEP within 60 days from the date of demand. Failure to repay any amount within 60 days from the date of demand shall result in the amount being due and owing and shall constitute a final delinquent debt due by the Subrecipient to GOHSEP and shall be collected pursuant to LA RS 47:1676(G)-(K).

12) AUDIT

a. Any Subrecipient that expends $750,000 or more during the entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. The Subrecipient is required to perform a single or program-specific audit under the Single Audit Act and shall follow the audit requirements in Subpart F of 2 C.F.R. Part 200.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow generally accepted accounting principles ("GAAP") as required in 2 C.F.R. §200.403(e).

c. When conducting an audit of the Subrecipient's performance under this Agreement, the parties may use, but are not limited to the use of, Generally Accepted Government Auditing Standards ("GAGAS"), also known as the "Yellow Book."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to GOHSEP of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after GOHSEP has notified the Subrecipient of such noncompliance.

e. The Subrecipient shall have all audits completed by an independent auditor. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by GOHSEP no later than nine months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall ensure that copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, are forwarded to GOHSEP at the following address:

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Subrecipient Monitoring Section Chief
7667 Independence Blvd.
Baton Rouge, LA 70806

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at: http://harvester.census.gov/fac/collect/ddeindex.html

h. The Subrecipient shall ensure that any management letter issued by auditors is sent to GOHSEP at the following address:

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Subrecipient Monitoring Section Chief
7667 Independence Blvd. Baton
Rouge, LA 70806

13) NONDISCRIMINATION BY CONTRACTORS.

a. Pursuant to 44 C.F.R. §§7 and 16, and 44 C.F.R. §206.11, the Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subrecipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 2 C.F.R. §200.214.

14) MODIFICATION AND TIME FOR PERFORMANCE.

a. Any amendments to, or modification of, the budget or scope of work for a subaward approved under this Agreement must be requested in writing, and subject to the same terms and conditions as those set out in the initial subapplication, and must take effect only upon execution by both parties.

b. Modifications to any subaward to be funded under this Agreement may be requested by the Subrecipient through the Recipient. The approval of a modification to a scope of work is at the sole discretion of FEMA. GOHSEP may approve certain budgetary modifications related to direct costs, construction costs, cost overruns/underruns, and contingencies.

c. The time allowed for the performance of eligible mitigation work, to include closeout of the subaward, is three (3) years from the close of the application period, unless extended by FEMA.

d. Modifications involving amending the period of performance must be in writing, and subject to the same terms and conditions as those set out in the initial subapplication, and must take effect only upon execution by both parties.

e. If any period of performance amendment request is denied by the Recipient or by FEMA, or is not sought by the Subrecipient, reimbursement is only available for eligible subaward costs incurred within the approved period of performance.

f. Any approved modification to the time for completion of the project must fall within the FEMA approved POP for the overall grant.

g. Failure to complete a subaward is adequate cause for the termination of funding for that subaward and require reimbursement to the Recipient of any and all subaward costs.

15) CONTRACTS WITH OTHERS.

a. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Recipient, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

b. The Subrecipient should follow contracting steps outlined in 2 CFR §200.321, when possible.

c. Copies of all procurement documents and resulting contracts must be uploaded into the appropriate project in **GOHSEPgrants.com** by the Subrecipient.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§200.317-327 and Appendix II.

e. GOHSEP attorneys offer training on procurement regulations, and will visit Subrecipients' locations in order to conduct this training. Additionally, at a Subrecipient's request, GOHSEP attorneys will review their procurement documentation to offer advice on regulatory compliance.

16) LIABILITY.

a. The Recipient assumes no liability to third parties in connection with this Agreement.

b. For the purpose of this Agreement, the Recipient and the Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.

c. Nothing in this Agreement is to be construed as a waiver by the Recipient or the Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

d. The Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its subaward site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.

e. The Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.

f. The Subrecipient acknowledges that this Agreement is intended for the benefit of the Subrecipient and GOHSEP, and the Subrecipient affirms that this Agreement does not confer any rights upon a third party. By voluntarily participating in the FEMA HMGP, the Subrecipient hereby agrees to release, indemnify, and hold harmless the United States, and its agents and employees, the State of Louisiana, and its agents and employees from and against any and all claims, lawsuits, demands, causes of action, liability, damages, losses and expenses of any kind whatsoever, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or resulting from the receipt of any federal funds and any actions relating therein (i.e. a contract by a Subrecipient with a third party).

17) REPORTS.

a. The Subrecipients are required submit Quarterly Reports. The Subrecipient will submit Quarterly Reports to the Recipient on the Quarterly Report Form found in **GOHSEPgrants.com** for each quarter.

b. The first Quarterly Report is due within fifteen (15) days after the close of the quarter in which the subaward is approved. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA. Quarterly Reports must indicate the anticipated completion date (this is not the approved end of period of performance, but the date the Subrecipient actually expects the scope of work to be complete for each subaward) and the contractor's progress in performing its work, detailed milestones, together with any other circumstances that may affect the completion date, the scope of work, the subaward costs, or any other factors that may affect compliance with this Agreement.

c. The Recipient may require additional reports as needed, in which case the Subrecipient must provide any such additional reports as soon as practicable.

d. If the reports required under this section are not completed with all required information and timely submitted, the Recipient may withhold payments payable to the Subrecipient from any funding agreement.

18) MONITORING.

a. The Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.

b. The Subrecipient, by its decision to participate in the FEMA HMGP, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

c. In addition to reviews of audits conducted in accordance with 2 C.F.R. as revised, monitoring procedures may include, but are not limited to, on-site visits by the Recipient or its agent, and/or other procedures deemed necessary by the Recipient or FEMA. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope of audit is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient regarding such audit.

e. The Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the State and/or FEMA auditors.

f. The Subrecipient must review its contacts in **GOHSEPgrants.com** each quarter and submit requests for updates if necessitated by staff changes.

g. The Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

h. If feasible, the Recipient will conduct interim inspections requested by the Subrecipient.

i. To ensure that all work has been performed within the scope of work specified on the subapplications, the Recipient may conduct final inspections on all subawards. Work determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed or, if it was already paid, could be deobligated and funds returned to Recipient.

19) SUBAWARD CLOSEOUT

a. For all subawards, the Subrecipient must submit a Request for Closeout through **GOHSEPgrants.com** and include a final accounting and support for all costs claimed.

b. The Subrecipient must submit a closeout request in **GOHSEPgrants.com** no later 90 days prior to the end of the POP to allow the Recipient time to perform all necessary closeout functions within the POP. Final payment can be processed concurrently with closeout, but **GOHSEPgrants.com** must contain all documentation needed for both final payment and closeout, including but not limited to a final detailed expenditure report, plans, final elevation certificates, proof of current flood insurance on all structures that remain in the SFHA, cancelled checks, Certificates of Occupancy, and recorded deed restrictions, as applicable.

c. The Recipient will verify all eligible expenditures and completion of the approved scope of work through a review of all project documentation, including but not limited to project amendments, payments, project completion certifications, duplication of benefits, proof of insurance, and the final inspection report. The Recipient will submit a closeout package containing the final expenditure report and all other applicable subaward closeout documentation to FEMA for final closeout review. Any federal amounts paid to the Subrecipient on work determined to be ineligible or out of scope will be reduced from the final eligible costs, deobligated by FEMA, and GOHSEP will issue a request for a return of funds from the Subrecipient.

d. Final Expenditure Report- The Subrecipient must maintain financial records, supporting documents, and all other records pertinent to the Federal award for at least 3 years from the date of the Recipient's submission of the final expenditure report to FEMA, in accordance with Stafford Act Sec. 705(a)(1).

20) MANDATED CONDITIONS.

a. The Subrecipient understands and agrees that:

i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.

ii. The Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of La. R.S. 44:1 et seq. that are made or received by the Subrecipient or its contractors and subcontractors in connection with this Agreement.

iii. No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Louisiana Legislature or any State agency.

iv. Responsibility for compliance with this Agreement rests with the Subrecipient, who further agrees that noncompliance with this Agreement is cause for the **rescission, suspension, or termination** of funding under this Agreement, and may affect eligibility for funding under past and future Subrecipient Agreements.

v. It will be knowledgeable of and apply all applicable federal, state, and local laws and federal policies which govern the FEMA HMGP. The Subrecipient agrees to comply with the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

vi. The Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers in violation of the employment provisions contained in 8 U.S.C. §1324a(e) [§74A(e) of the Immigration and Nationality Act ("INA")], and the Recipient considers the employment of unauthorized aliens by any contractor a violation of §274A(e) of the INA. Such violation by the Subrecipient is grounds for unilateral cancellation of this Agreement by the Recipient.

vii. Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.

viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

21) TERM.

a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this

Agreement.

i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.

b. The Subrecipient agrees to commence work on the subaward(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

a. Upon the occurrence of any one or more of the following events the Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Recipient to disburse further funds under this Agreement terminate at the option of the Recipient:

i. The determination that any representation by the Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subrecipient is unable or unwilling to meet its obligations under this Agreement;

ii. the Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Recipient;

iii. any reports required by this Agreement have not been submitted to the Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or

iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress, or Office of Management and Budget.

b. Notwithstanding the preceding, the Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.

c. Upon the occurrence of any one or more of the foregoing events, the Recipient may at its option give notice in writing to the Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subrecipient to cure, the Recipient may exercise any one or more of the following remedies:

i. terminate this Agreement upon not less than thirty (30) days notice of such termination after delivery by certified letter to the Subrecipient at the address specified in Attachment "B" of this Agreement;

ii. commence an action in law or in equity for the judicial enforcement of this Agreement;

iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subrecipient pursuant this Agreement; and

iv. take any other actions that may otherwise be available in law or in equity.

d. Upon the rescission, suspension or termination of this Agreement, the Subrecipient must refund to the Recipient all funds disbursed to the Subrecipient under this Agreement, as applicable.

e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Recipient does not relieve the Subrecipient of liability to the Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and the Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subrecipient under this Agreement until such time as the exact amount of restitution due the Recipient from the Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient must repay such funds to the Recipient within 60 days. Any deobligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.

f. If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient must withhold any disbursement otherwise due the Subrecipient for the subaward with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, the Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

g. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to the Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

h. Any failure by the Subrecipient to comply with the aforementioned legal and policy obligations shall be grounds for either partly or wholly suspending or terminating any and all payments including and up to termination of this Agreement in accordance with 2 C.F.R. 200.338 and 2 C.F.R. 200.339.

23) ATTACHMENTS.

a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.

c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Recipient as necessary or posted on the Recipient's website at **GOHSEPgrants.com**

24) HEADINGS.

a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

a. This contract is governed by, and must be construed in accordance with, the laws of the State of Louisiana, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Louisiana.

b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Recipient or the Subrecipient, relating to or arising out of this contract must be brought in the 19th Judicial District Court, East Baton Rouge Parish, Louisiana and venue will lie therein.

26) ATTORNEY FEES.

a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) DESIGNATION OF AGENT.

a. The Subrecipient must complete Attachment "B" by designating ***at least three separate*** agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient.

b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team. The Subrecipient will review the contacts list at least quarterly to ensure that the names are still valid.

c. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a new designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from **GOHSEPgrants.com** may not be received and could result in failure to meet time periods to appeal a Federal determination.

28) NOTICE AND CONTACT.

All notices and other communications pertaining to this Agreement shall be written and/or in an electronic format and shall be transmitted either by electronic mail, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

ATTN:
Hazard Mitigation Assistance - Sandra Gaspard
Governor's Office of Homeland Security and
Emergency Preparedness 7667
Independence Blvd
Baton Rouge, Louisiana 70806

Sandra.Dugas@la.gov

All notices required to be made to the Subrecipient under this Agreement must be in writing and must be delivered by email, by hand, or by certified letter to the Subrecipient at the address indicated in Attachment "B" which the Subrecipient must complete and submit with this Agreement.

29) FEDERALLY FUNDED SUB-AWARD.

a. This Agreement and the subapplication combine to form a Federally Funded Sub-award and Grant Agreement.

IN WITNESS WHEREOF, the Recipient and the Subrecipient have executed this Agreement:

FOR THE RECIPIENT:

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

____________________/____________________
GOHSEP Director OR Authorized Representative (Sign / Print)

Date__________________________

FOR THE SUBRECIPIENT:

____________________/Randy Fandal, Mayor
Authorized Agent (Sign / Print)

Date__________________________

UEI Number: [redacted]

Federal Employer Identification Number (FEIN): [redacted]

Changes to the document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.

Exhibits:
A) W-9 - Request for Taxpayer Identification Number and Certification
B) Designation of Authority with Instructions
C-1) Non-Construction Assurances (as applicable)
C-2) Construction Assurances (as applicable)

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/RECIPIENT HAZARD MITIGATION PROGRAM
LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

Subrecipient:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name Randy Fandal	Agent's Name Blair Ellinwood
Organization / Official Position City of Slidell, Mayor	Organization / Official Position City of Slidell, Finance Director
Mailing Address PO Box 828	Mailing Address PO Box 828
City, State, Zip Slidell, LA 70459	City, State, Zip Slidell, LA 70459
Daytime Telephone 985-646-4333	Daytime Telephone 985-646-4316
E-mail Address rfandal@cityofslidell.org	E-mail Address bellinwood@cityofslidell.org

Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name Tiffani McManus	User's Name
Organization / Official Position City of Slidell, Grants Admin	Organization / Official Position
Mailing Address PO Box 828	Mailing Address
City, State, Zip Slidell, LA 70459	City, State, Zip
Daytime Telephone 985-646-4228	Daytime Telephone
E-mail Address tmcmanus@cityofslidell.org	E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historical** (Full Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Hazard Mitigation on behalf of the Subrecipient for the purpose of obtaining certain Recipient and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Subrecipient in all dealings with the State of Louisiana, Recipient, for all matters pertaining to such disaster assistance previously signed and executed by the Recipient and Subrecipient. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

____
Subrecipient Authorized Agent

____
Signature Date

ATTACHMENT C-2

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

ATTACHMENT C-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	**DATE SUBMITTED**
City of Slidell	