



**Missouri State Emergency Management Agency
Hazard Mitigation Grant Program (HMGP)
Warning Siren Project Grant Agreement
FEMA-DR-4451-MO, Project #0020**

This grant agreement is made by and between the **Missouri State Emergency Management Agency (SEMA)**, herein called the **State** and the **City of Independence** herein called the **Sub-recipient**.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Sub-recipient agree as follows:

1. The State and Sub-recipient agree to accept responsibility for adherence to this Agreement.
2. The Sub-recipient agrees that any and all such amount of local funds, donations or in-kind (force account) services or materials shall be equal to or greater than 25% of the total project costs as follows:
 - (a) The Sub-recipient agrees to provide up to the full 25% of the non-Federal match for this grant's warning siren project.
 - (b) Where feasible, any matching non-cash in-kind (force account) services and supplies, equipment and/or material contributions made by the Sub-recipient directly in support of the grant project must be documented for possible future inspection in accordance with SEMA's *A Local Officials Guide to Managing A Hazard Mitigation Grant Program Construction Project* and reported to the state. In this circumstance, the following documentation is required:
 - Record of donors or governmental entities; dates, times, hourly rates and dollar values of services performed; copies of notices, attendance rosters and minutes or project meetings and work sessions; and the costs of any supplies, equipment and/or materials expended by said donors or governmental entities (excepting elected official salaries are not allowable/ eligible expenses for match)
 - (c) Also where applicable and feasible, any matching cash contributions that are received by the Sub-recipient and earmarked for and expended or used directly in support of the grant's storm siren expansion project must be documented and reported to the state. In this circumstance, the following documentation is required:
 - Record of donor, dates, amounts, and slips of deposit.
3. The Sub-recipient agrees that any proposed activity budget variances (from the Funding Approval form) in excess of the amount of this Agreement shall be approved by the Sub-recipient's governing body and subsequently by the State in writing prior to any obligation of funds for such activity.
4. The Sub-recipient agrees to complete the project in its entirety in accordance with the Scope of Work as included in the original project application, and within its established budget as indicated in the Funding Approval form unless amended in writing by the agreement of all parties.

5. The (applicant) sub-recipient shall not contract with any entity identified on the General Services Administration System for Award Management (SAM) <https://www.sam.gov/SAM> Excluded Parties List (Debarred List) or the Missouri State Attorney General's Know MO web Link: <https://ago.mo.gov/app/search>
6. Procurement by noncompetitive proposals: Sub-recipient must follow 2 CFR Part 200.320 (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1) The Item is available only from a single source; (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) After solicitation of a number of sources, competition is determined inadequate.
7. The Sub-recipient agrees to provide SEMA the name and contact information for the Project Manager.
8. The Sub-recipient agrees to use contracting procedures acceptable to the State.
9. The Sub-recipient agrees to provide SEMA Monthly Progress Reports by the 10th of each month.
10. The Sub-recipient agrees to implement the project in accordance with the milestones identified in the application work schedule. Should the Sub-recipient determine that any milestone will not be met; the Sub-recipient will contact the State Emergency Management Agency to request approval to revise the work schedule accordingly.
11. The Sub-recipient agrees to comply with any and all guidance provided by the State in regards to this grant to include the *Local Officials Guide to Managing a Hazard Mitigation Grant Program Construction Project* guidebook along with the applicable *Hazard Mitigation Assistance Unified Guidance*.
12. The Sub-recipient agrees that the remediation of any hazardous materials discovered during the completion of this project is the sole responsibility of the Sub-recipient. The Sub-recipient must follow all Federal and State regulations. SEMA and FEMA will not contribute any resources or accept any liability associated with the required remediation.
13. The Sub-recipient agrees that any Federal funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to the State if they have been drawn to the Sub-recipient's local depository, or canceled if such funds have not been drawn.
14. The sub-recipient agrees to comply with 2 CFR Part 200. This guidance supersedes and consolidates the requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, A-133, and A-50. This applies to all awards issued after December 26, 2014.
15. The Sub-recipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
16. The Sub-recipient agrees that all funds received under this Agreement shall be held and used by the Sub-recipient for the purpose of accomplishing this project only and that none of the funds so held or received shall be diverted to any other use or purpose.

17. The Sub-recipient agrees that any material prepared by the Sub-recipient or persons or firms employed, or contracted, or otherwise assigned by the Sub-recipient shall be subject to free, unrestricted use by SEMA.
18. The Sub-recipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Sub-recipient or their agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the obligations of the Sub-recipient.
19. Advance Payment Request Requirements:

Advance Payment: For the purposes of this Grant Agreement, advance payment is defined as funds given to a sub-recipient in advance of the sub-recipient incurring the debt. For example, if a sub-recipient requests advance payment prior to paying the vendors bill, receiving the funds would be considered an advance payment. Reimbursement cannot be made until the activity has been performed, i.e. equipment or services has been delivered and invoiced. For example, when purchasing goods and services or an equipment item, reimbursement cannot be made until the item has been received and the vendor has billed for the item.

Consequently, the sub-recipient does not have to pay the vendor before submitting the reimbursement request. The sub-recipient must have incurred the debt prior to submitting the reimbursement request.

Reimbursement prior to paying a vendor, the following conditions must be taken into consideration:

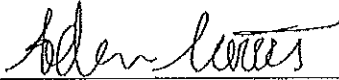
- (a) There will be a minimum dollar amount established for sub-recipients requesting a reimbursement with an advance payment; the dollar amount will be determined on a case-by-case basis.
 - (b) When requesting a reimbursement with an advance payment, sub-recipients are required to submit proof of payment (i.e. copy of check or credit card statement) to SEMA within 30 days.
20. In the event that the State or an audit has determined a failure on the part of the Sub-recipient to comply with this Agreement, the Sub-recipient shall perform remedial actions to correct the deficiency, as determined by the State, which may include:
 - (a) Repayment or reimbursement of Federal funds spent inappropriately to the State;
 - (b) The return of Federal funds deposited at the Sub-recipient's local financial institution to the State;
 - (c) The return of any equipment, materials or supplies purchased, leased or lease purchased using Federal funds to the State or supplier;
 - (d) Other actions as the State deems appropriate.
 21. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Sub-recipient has failed to comply with the conditions of this Agreement. The State shall notify the Sub-recipient in writing of the determination and the reasons for the termination, together with the effective date. The Sub-recipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the duty of the Sub-recipient to cancel any and all outstanding obligations that are legally possible.
 22. The State and Sub-recipient bind themselves to their successors, executors, administrators, assigns and legal representatives or such other party, in respect to all covenants, agreements, and obligations of this agreement.

23. The State agrees that it may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Sub-recipient's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
24. The Sub-recipient agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Sub-recipient shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Sub-recipient further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any completed work or tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and the Federal Emergency Management Agency and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Sub-recipient or the Sub-recipient's employees.
25. The Sub-recipient agrees that it understands and accepts the responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.550 (Illegal Immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri." The Sub-recipient further certifies that any contract awarded by the Sub-recipient will require the contracted business entity to comply with the references mentioned above. The Sub-recipients understands that failure to comply with this requirement will subject the Sub-recipient to the penalties described in the references mentioned above.
26. The Sub-recipient agrees to make every effort to quantify and report losses avoided and success stories to the State, for the recognized life of the project, after an event occurs that requires the utilization of the facility or the objective of the project.

Signatory Approval of the Storm Siren Expansion Project Grant Agreement

The parties hereto have made and executed this Agreement as of the day and year indicated in this document and the attached Funding Approval Form.

Sub-recipient Signatory Representative



For Zach Walker, City Manager
City of Independence

2/24/2021

Date

State Signatory Representative

James Remillard, Director
Missouri State Emergency Management Agency

Date