

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

FEMA-4117-DR-OK (HMGP)

City of Norman Individual Safe Room Reimbursement
Project #23

This agreement between the State of Oklahoma (the State) and the City of Norman (the Applicant) shall be effective the date FEMA approves the Applicant's HMGP application. It shall apply to all assistance funds provided by or through the State to the applicant as a result of a presidentially declared disaster occurring within the State of Oklahoma.

The designated representative of the Applicant certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purposes for which these funds are provided as approved by the Governor's Authorized Representative.
4. The Applicant is aware that limited funding available for mitigation requires cost-sharing on the basis of 75 percent Federal and 25 percent non-Federal contributions and that the applicant will be required to provide the full non-Federal share for such mitigation activities.
5. The local cost-share (non-Federal) funding will be made available by the Applicant in accordance with the approved HMGP application.
6. The Applicant will establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The project funds will be provided to the Applicant by the State on a reimbursable basis. Funds for work completed, or phases of the work completed as approved by the State, will be forwarded to the Applicant after the Applicant provides to the State documentation that justifies payment.

8. The Applicant 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 Applicant will return to the State, within 15 days of such a 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 Applicant.
10. The Applicant will comply with all applicable codes and standards as it pertains to this project and agrees to provide maintenance as appropriate.
11. The Applicant will comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
12. The Applicant will not begin work until the project application is approved, and the Applicant will complete all items of work within the time period of the approved grant, unless an exception is approved by the Governor's Authorized Representative to extend the time frame.
13. The Applicant will comply with all Federal and State statutes and regulations relating to non-discrimination.
14. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees.
15. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
16. The Applicant will comply with the National Flood Insurance Program requirements.
17. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
18. The Applicant will not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant will not enter into any contract with any party that is debarred or suspended from participating in Federal assistance programs.
20. The Applicant is encouraged to use OMB Circular No. A-133 to answer questions related to management of Federal and local funds

21. The applicant will submit quarterly reports clearly indicating actions completed during the quarter to Oklahoma Department of Emergency Management, no later than the 10th of the month following the end of each quarter.

The significant report dates are: 1st Quarter (Oct, Nov, Dec) - due by January 10; 2nd Quarter (Jan, Feb, Mar) - due by April 10; 3rd Quarter (Apr, May, Jun) - due by July 10; 4th Quarter (Jul, Aug, Sep) - due by October 10

22. The Applicant will complete all items of work by February 12, 2018, (three years from the FEMA approval date), to include State close-out procedures and FEMA R6 close-out.

Signed for the Applicant:

Name: Cindy Rosenthal Title: Mayor, City of Norman

Signature: _____ Date: _____

Signed for the State:

Name: ALBERT ASHWOOD Title: Governor's Authorized Representative

Signature: _____ Date: _____

Scope of Work Modification Agreement**FEMA-4117-DR-OK, Project #23, City of Norman Individual Safe Room
Reimbursement**

According to the FY 2010 Hazard Mitigation Assistance Unified Guidance, part VI. *Award Administration Information*; Section B.2 *Scope of Work Modifications*, FEMA may consider modifications to the Scope of Work (i.e. moving work site, change in number or size, method of implementation, etc.) during application review, as well as after award of the grant. A request for a modification to the Scope of Work in the FEMA application/grant must be submitted in writing to FEMA for review and must be approved **prior to the implementation (before work begins)** of the requested modification. Requests must include a justification and related documentation (i.e. environmental and historical review response letters, maps, new GPS locations, etc.) for FEMA review. The justification must include a description of the proposed modification and a written detailed explanation of the reason(s) for the modification. Approval of modifications to the Scope of Work is not guaranteed.

Note: Modifications to the Scope of Work without prior approval may result in loss of funding.

I hereby certify that, to the best of my knowledge and belief, all work and costs claimed will be performed in accordance with the FY 2010 Hazard Mitigation Assistance Unified Guidance, part VI, Section B.2.

Name/Title: Ms. Cindy Rosenthal, Mayor

Signed: _____

Date: _____

Please return this page:

Address it to: Mrs. Annie Vest
State Hazard Mitigation Officer
Oklahoma Emergency Management
P.O. Box 53365
Oklahoma City, OK 73152-3365