



PUBLIC ASSISTANCE STATE AND LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER #: FEMA- 4538

APPLICANT NAME: City of Vicksburg

APPLICANT FIPS# 149-76720-00

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all Public Assistance Grant funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative 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 scope of work for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by Federal Emergency Management Agency (FEMA) and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the Department of Homeland Security (DHS) Office of Inspector General (OIG) and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor and/or Attorney General for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the normal federal cost share is 75% federal and the non-federal share is split equally by the State and local government. The exception is with Private Non-Profit (PNP) entities who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting principles and the Code of Federal Regulations (CFR), 2 CFR 200 Subpart F.
8. The Applicant shall provide Quarterly Reports for Large Projects to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit requirements as set forth in 2 CFR 200, Subpart F. The Applicant shall provide copies of every audit report issued on the entity.
10. The Applicant will give state and federal agencies designated by the GAR, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the GAR, any payment funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the GAR in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with federal civil rights laws and commit to providing its programs and services without discrimination in accordance with:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin (include language).
 - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability.
 - Title IX of the Education Amendments Act of 1972, which prohibits discrimination based on sex in education programs or activities.
 - Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - U.S. Department of Homeland Security regulations 6 C.F.R. Part 19, which prohibits discrimination based on religion in social services programs.
16. The Applicant acknowledges that it is against the law to retaliate against anyone who takes action to oppose discrimination, files a grievance, or participates in the investigation of a grievance in accordance with the above authorities.
17. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
18. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
19. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
20. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster work.
21. The Applicant will not enter into contracts for which payment is contingent upon receipt of state/federal funds.
22. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
23. The Applicant understands that underrun small projects funds will not be recouped. FEMA encourages Applicants to use excess funds on activities that reduce future risk or improve future disaster operations. In the event a project has excess funds, the Applicants will submit a letter to the MEMA Executive Director on how they intend to apply the funds to reduce future risk or improve future disaster operations.
24. The Applicant authorizes the GAR to recoup the unspent funds referenced in item 23 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
25. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
26. The Applicant will comply with all requirements of 2 CFR 200 in all procurements and contracts necessary for the completion of a federally funded project.

27. By entering into this agreement with the Applicant, MEMA does in no way waive its sovereign immunities or defenses as provided by law should a conflict arise between the parties.

28. The State may require documentation not otherwise required by FEMA for small projects.

DR-4538-MS

Disaster # (from page 1): _____

Certifying Official (Cannot be the Applicant Agent)

Name	Signature	Date

Applicant Agent

Name	Signature	Date

Governor's Authorized Representative

Name	Signature	Date