

**STATE-LOCAL ASSISTANCE AGREEMENT**  
for  
**HAZARD MITIGATION GRANT PROGRAM**  
or  
**PRE-DISASTER MITIGATION**

This agreement between the State of South Dakota (Recipient) and \_\_\_\_\_ (the sub-recipient) shall be effective on the date signed by the State and the sub-recipient. It shall apply to all Pre-Disaster Mitigation (PDM) or Hazard Mitigation Grant Program (HMGP) funds provided by or through the State to the sub-recipient for the PDM, or as a result of a Presidentially declared disaster occurring within the State.

The designated representative of the sub-recipient certifies that:

1. The sub-recipient has appointed by resolution an applicant's Local Agent/designated representative to act on the jurisdiction's behalf and will establish and maintain a proper accounting system to record expenditures of PDM or disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative/State Director. [NOTE: Attach a copy of the resolution to the application.]
2. He/she has legal authority to apply for assistance on behalf of the sub-recipient.
3. The sub-recipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State PDM/disaster assistance.
4. The sub-recipient agrees to provide necessary local share of funding for completion of the project.
5. The local cost share funding will be available within the specified time.
6. The sub-recipient will use PDM or disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State Director.
7. The sub-recipient will give State and Federal agencies, designated by the Governor's Authorized Representative/State Director, access to and the right to examine all records and documents related to use of PDM or disaster assistance funds.
8. The sub-recipient will return to the State, within 15 days of such request by the Governor's Authorized Representative/State Director, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the applicant for 3 years from closeout of the project.
9. The sub-recipient will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
10. The sub-recipient will comply with all applicable provisions of Federal and State law and regulation in regard to procurement of goods and services.
11. The sub-recipient will begin project work within 90 days of approval of the grant and complete all items of work within the performance period as outlined in the grant approval letter.

12. The sub-recipient will comply with all Federal and State statutes and regulations relating to non-discrimination (including but not limited to the Civil Rights Act, Americans with Disabilities Act, etc).
13. The sub-recipient will comply with the provisions of the Hatch Act limiting the political activities of public employees.
14. The sub-recipient will comply with the National Flood Insurance Program requirements.
15. The sub-recipient will not enter into cost-plus-percentage-of-cost contracts for completion of PDM or Hazard Mitigation Grant Program projects.
16. The sub-recipient will not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
17. The sub-recipient will not enter into any contract with any party that is debarred or suspended from participating in Federal assistance programs.
18. The applicant will comply with one of the following (as appropriate for the type of applicant) for all audit requirements: 44CFR (Part 14.2) and OMB CIR A-133 (replaces A-128).
19. The applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
20. PROJECT SCOPE-OF-WORK WILL NOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL FROM FEMA.

**SIGNED FOR THE APPLICANT:**

\_\_\_\_\_  
 Typed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**SIGNED FOR THE STATE:**

\_\_\_\_\_  
 Typed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date