



# **Revolving Fund State – Local Agreement**

**State Assistance Dedicated for Disaster-impacted Local Economies Revolving Fund**

**Advance Agreement  
Between  
STATE OF OKLAHOMA  
And**

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**Subrecipient**

**Oklahoma Department of Emergency Management**  
**ADVANCE AGREEMENT**

<b>1. SUBRECIPIENT NAME:</b> [XXXXXXXXXX]  <b>UEI:</b> XXXXXXXXXXXXXXXX	<b>2. ADVANCE INFORMATION</b> PROJECT: [XXXXXXXXXX] PROJECT NUMBER: [XXXXXXXXXX]
<b>3. PROJECT STAFF</b> NAME: [XXXXXXXXXX] EMAIL: [XXXXXXXXXX]	<b>4. CONTACT</b> For all contact with state officials pertaining to the Advance, please email: [XXXXXXXXXX]
<b>5. OTHER KEY PERSONNEL:</b>	
<b>6. PROJECT NAME:</b> [XXXXXXXXXX] <b>7. PROJECT DESCRIPTION:</b> [XXXXXXXXXX]	
<b>8. PERIOD OF PERFORMANCE:</b> [xx/xx/xxxx – xx/xx/xxxx]	
<b>9. PROJECT ADVANCE AMOUNT:</b> [\$\$\$\$]	

## Supplementary Advance Information

**Subrecipient Name:** [XXXX]

**Subrecipient Unique Entity Identifier (UEI):** [XXXX]

**Federal Advance Identification Number (FAIN):**

**Advance Financial Liquidity date:**

**Advance Period of Performance (start and end date):**

**Total Amount of the Advance Committed to the Subrecipient:** \$XXXXXX

The Subrecipient has identified *[Insert funding source]* for the non-federal cost share (25%).

**Advance project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):** The Oklahoma legislature established the State Assistance Dedicated for Disaster-impacted Local Economies Revolving Fund (Revolving Fund) to provide Oklahoma government subdivisions with critically needed funding advances to cover their immediate financial liquidity needs following a Presidentially declared emergency or disaster. To aid recovery and reconstruction, the legislature directed the Oklahoma Department of Emergency Management (OEM) to administer the Revolving Fund. The following describes the policies and procedures OEM uses to assess borrower eligibility, approve and disburse funds, collect repayments, and manage the fund.

The Revolving Fund provides funding for eligible Federal Emergency Management Agency (FEMA) grant Subrecipients to pay disaster recovery expenditures eligible for reimbursement under FEMA's Public Assistance (PA) program and Hazard Mitigation Assistance (HMA). The Revolving Fund is designed to help those Subrecipients who may not have sufficient cash on hand to pay for disaster recovery activities.

**Other requirements of the Subrecipient (sub or prime):** All Subrecipients must adhere to the Uniform Guidance, 2 CFR Part 200, and all PA and HMA guidance, as applicable. The use of the term Subrecipient is applicable to the Subrecipient and all Subrecipients.

**Single audit and close out requirements:** A non-federal entity that expends a total of \$750,000<sup>1</sup> or more in federal funds from any source must undergo a Single Audit in accordance with the Uniform Guidance, which would apply to the underlying PA or HM Project. A Subrecipient must also permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet federal and state requirements. The Subrecipient must complete the closeout process required by OEM, in accordance with OEM's Revolving Fund Program Guidance.

**Date of approval:** XX/XX/XXXX

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<sup>1</sup> Per the 2024 Federal Uniform Guidance, the updated threshold for single audits increased to \$1,000,000 effective October 1, 2024, and applies to awards of federal financial assistance made to a recipient or subrecipient on or after that date. [2 CFR §200.425(a)(2)]

## State Assistance Dedicated for Disaster-impacted Local Economies Revolving Fund

### ADVANCE TERMS AND CONDITIONS

1. Use of Funds
  - a. Subrecipient understands and agrees that the funds disbursed under this Advance may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), OEM’s regulations implementing that section, and guidance issued by OEM regarding the foregoing.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance The period of performance for this Advance begins on the date hereof and ends on **XX/XX/XX**.
3. Reporting Subrecipient agrees to comply with any reporting obligations established by OEM as they relate to this Advance. Subrecipients are required to provide reporting information monthly to OEM by the 25th of each month, or the following business day if the 25th is on a holiday or weekend, in accordance with OEM’s Revolving Fund Program Guide.
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, OEM’s regulations implementing that section, and guidance issued by OEM regarding the foregoing.
  - b. The Oklahoma State Auditor, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of seven (7) years after all funds have been expended or returned to OEM, whichever is later.
5. Pre-Advance Costs As defined in 2 CFR § 200.458, may not be paid with funding from this Advance.
6. Administrative Costs The use of funds provided under this Advance is not permitted for administrative costs, including direct and/or indirect costs.
7. Cost Sharing Cost sharing or matching funds are required to be provided by the Subrecipient.
8. Repayment and Recoupment The Subrecipient must repay the funding advance in accordance with criteria addressed in the current version of the Program Guidance. The Subrecipient is subject to the recoupment of any outstanding balances for one or more of the reasons defined in the current version of the Program Guidance. OEM can offset the amount to be recouped against other disaster assistance funding sources defined the current version of the Program Guidance.
9. Equipment Equipment is defined as a value of greater than \$5,000 and has a useful life of greater than one year in accordance with 2 CFR § 200.313. The Subrecipient understands and agrees it must submit an inventory listing, adhering to disposition or sale of equipment requirements, and other provisions in accordance with 2 CFR § 200.312 and 2 CFR § 200.313.
10. Conflicts of Interest Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Advance. Subrecipient and Subrecipients must disclose in writing to OEM or the pass-through entity, as appropriate, any potential conflict of interest affecting the Advanced funds in accordance with 2 CFR § 200.112.

## 11. Compliance with Applicable Law and Regulations

- a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by OEM pursuant to section 603(f) of the Act, and guidance issued by OEM regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Advance.
- b. Federal regulations applicable to this Advance include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Advances, 2 CFR. Part 200, other than such provisions as OEM may determine are inapplicable to this Advance and subject to such exceptions as may be otherwise provided by OEM. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Advance.
  - ii. Universal Identifier and System for Advance Management (SAM), 2 CFR Part 25, pursuant to which the Advance term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
  - iii. Reporting Advance and Executive Compensation Information, 2 CFR Part 170, pursuant to which the Advance term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the Advance is subject to 2 CFR Part 180 and OEM's implementing regulation at 31 CFR Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the Advance term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 CFR Part 20.
  - vii. New Restrictions on Lobbying, 31 CFR Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations
- c. Statutes and regulations prohibiting discrimination applicable to this Advance include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 USC. §§ 2000d et seq.) and OEM's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and OEM's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 12. Remedial Actions In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, OEM's implementing regulations, guidance, or any reporting or other program requirements, OEM may impose additional conditions on the receipt of a subsequent tranche of future Advance funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 13. Hatch Act Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 14. False Statements Subrecipient understands that making false statements or claims in connection with this Advance is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal Advances or contracts, and/or any other remedy available by law.
- 15. Publications Any publications produced with funds from this Advance must display the following language: "This project [is being] [was] supported, in whole or in part, by federal Advance number [enter project FAIN] Advanced to [name of Subrecipient] by the U.S. Department of the OEM."
- 16. Debts Owed the Federal Government
  - a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Advance; (2) that are determined by the OEM Office of Inspector General to have been misused; or (3) that are determined by OEM to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in OEM's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). OEM will take any actions available to it to collect such a debt.
- 17. Disclaimer
  - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Advance or any other losses resulting in any way from the performance of this Advance or any contract, or subcontract under this Advance.

- b. The acceptance of this Advance by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
18. Protections for Whistleblowers
- a. In accordance with 41 USC § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. An OEM employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
  - c. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
    - i. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
19. Increasing Seat Belt Use in the United States Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
20. Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
21. Fair Labor Practices OEM is subject to various federal and state labor laws and regulations. These laws help govern and protect workers' rights, promote fair employment practices, and ensure safe working conditions. OEM complies with all federal requirements in its construction contracts to ensure projects use strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers. Applicants must provide record of and plans to be in compliance with both federal and State of Oklahoma labor and employment laws.

Additionally, all Subrecipients who are executing capital expenditure projects must follow various wages law and rules according to [Administrative Rules \(OAC380:15, 16, 30\)](#) that govern hourly wages, benefits, overtime, and other related labor practices in Oklahoma.

22. Civil Rights and Nondiscrimination Law Recipients of grants are required to follow all civil rights and nondiscrimination federal laws related to the use of federal funds. Recipients shall not discriminate or deny benefits or services, on the basis of race, color, national origin (including limited English proficiency), disability, age, sex, sexual orientation, gender identity, or handicap. [Title VI](#) of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in federally funded programs. As such, OEM will request information on recipients' compliance with Title VI annually.
23. Domestic Preference Under Uniform Guidance ([2 CFR § 200.322](#)), grantees must prioritize purchasing goods made in the USA, including metals, plastics, aggregate, and lumber. Documentation of this preference and subcontractor compliance is essential, with the referenced clause included in all subcontracts.



## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the OEM, the Subrecipient named below (hereinafter referred to as the “Subrecipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from, or funds made available through the Department of the OEM, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient’s program(s) and activity(is), so long as any portion of the Subrecipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the OEM Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the OEM’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the OEM’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the OEM has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the OEM's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the OEM's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the OEM, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the OEM of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the OEM of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the OEM if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the

settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please state.

10. If the Subrecipient makes sub-Advances to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-Advances must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of Subrecipients. This includes any contractors or subcontractors that are contracts under this Advance.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Subrecipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

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*Subrecipient*

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*Date*

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*Signature of Authorized Official*

**SIGNATURE PAGE**

Subrecipient Agreement for Services between the Oklahoma Department of Emergency Management and **XXXXXXXXXXXX**.

**I acknowledge by my signature, I am aware should any part of this agreement not be in compliance with all regulations, funding for this and possibly future disasters, will be jeopardized.**

Signed: \_\_\_\_\_

**LOCAL SIGNATURE AUTHORITY**

**TITLE**

Printed Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**STATE OF OKLAHOMA COUNTY OF** \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ (date),

**NOTARY PUBLIC**

Notary Public Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**STATE USE ONLY** APPROVED on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Director Annie Mack Vest