



State – Local Agreement DR- 4862 -OK

Grant Agreement

Between

STATE OF OKLAHOMA

And

Oklahoma County Sheriff Ofc

Subrecipient

Oklahoma Department of Emergency Management
GRANT AGREEMENT

1. SUBRECIPIENT NAME: Oklahoma County Sheriff Ofc	
2. UEI: YBZ2AHN1QHP3	
3. PROJECT STAFF NAME: Andrea Dean, OCSO CFO EMAIL: andrea.dean@oklahomacounty.org	4. CONTACT For all contact with state officials pertaining to this agreement, please email: publicassistance@oem.ok.gov
5. OTHER KEY PERSONNEL: Patrol Division Commander Major Shawn Shelby Patrol Administrative Assistant Ashley Albert	
6. FEDERAL AGENCY: Federal Emergency Management Agency (FEMA)	
7. ASSISTANCE LISTING NUMBER (formerly CFDA): 970360000	
8. PERIOD OF PERFORMANCE:	
The following should be provided, if available:	
9. PROJECT NAME: 10. PROJECT NUMBER: 11. PROJECT DESCRIPTION: 12. PROJECT AMOUNT:	

Table of Contents

State of the Agreement	5
Terms and Conditions	7
1. General.....	7
2. Standard of Performance.....	7
3. Failure to Perform	8
4. Funding Obligations	8
5. Recoupment of Funds	9
6. Uniform Administrative Requirements, Cost Principals and Audit Requirements.....	9
7. State Requirements for Grants	10
8. Restrictions and General Conditions.....	10
9. Procurement Contracting	12
10. Monitoring	13
11. Audit	13
12. Retention and Accessibility of Records	14
13. Changes, Amendments, Suspensions or Termination	14
14. Enforcement.....	15
15. Conflicts of Interest	16
16. Closing of this Award.....	16
17. Notices	16
18. OEM System of Record System	16
19. Performance Period.....	17
20. Cost/Scope Modification	17
21. Final Expenditures Report	18
22. Net Small Project Overrun.....	18
23. Appeals	18
24. Requests for Reimbursement	19
25. Quarterly Report Requirements	19
26. Equipment Records.....	20
27. FEMA Public Assistance Portal and FEMA GO.....	20
28. Indirect Cost Rates.....	20
29. Request for Information.....	20
Exhibits	25

Exhibit A: Assurance – Non-Construction Programs.....	25
Exhibit B: Assurances – Construction Programs	28
Exhibit C: Certifications for Grant Agreements.....	31
Exhibit D: Recoupment of Federal Funds.....	33
GRANT ACKNOWLEDGEMENT, AGREEMENT and SIGNATURE PAGE	24

State of Oklahoma - Grant Agreement

Agreement Authority

On behalf of the State, Oklahoma Department of Emergency Management (“OEM”) is a Pass-Through Entity as defined by 2 C.F.R. § 200.1 of a grant made available under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (“Stafford Act”), in accordance with applicable regulations and policies associated with the grant programs where OEM is a recipient.

This agreement applies to all OEM awards or other awarding agency financial assistance awards administered by the Oklahoma Department of Emergency Management. The Federal government, the State of Oklahoma, and OEM have the right to implement specific conditions under 2 C.F.R § 200.339.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by OEM at [2 C.F.R. Part 3002](#), as well as all other applicable Federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F. R. §170.315](#), certify that the subrecipient’s policies are in accordance with guidance applicable to Federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Oklahoma Department of Emergency Management, an agency of the State of Oklahoma, hereinafter referred to as OEM, and the Subrecipient.

OEM and the Subrecipient are collectively hereinafter referred to as the Parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by OEM to assure compliance with [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#).

The Subrecipient may not assign or transfer any interest in this award without prior written consent from OEM and, if required, FEMA or other awarding agency.

Execution of the Agreement

Signature Authority

The Subrecipient's Request for Public Assistance ("RPA") has been approved, and the Parties now agree to enter into the attached Agreement. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for, and on behalf of, the Subrecipient must be attached to the Agreement for review by OEM).

a. Corporation:	Chair of the Board of Directors or President;
b. City:	Mayor, City Manager, or Town Administrator
c. County:	Chair of the County Commissioners
d. School Board:	Superintendent
e. Fire District:	District Chief
f. Special Districts:	Executive Director
g. Institution of Higher Education:	President of the institution
h. Charter School:	Chair of the Board of Directors
i. County Sheriff's Office:	Sheriff
j. State Agencies:	Director or Deputy Director of the agency
k. All other Subrecipients:	Chief Executive Officer of the entity

Copies of this Agreement may be obtained by anyone authorized to access OK EMGrants.

Terms and Conditions

OEM and the Subrecipient agree that the following enumerated terms and conditions shall apply to this Agreement, and each explicitly agrees to such terms and conditions:

1. The State of Oklahoma has legal authority to apply for assistance on behalf of the Subrecipient.
2. As a condition for receipt of State or Federal funds, the Subrecipient certifies that it has the legal responsibility for the repair and/or restoration of all facilities for which it is applying for assistance.
3. General
 1. The terms “recipient” and “pass-through entity” have the same meaning as “grantee,” as used in governing statutes, regulations, and DHS/FEMA guidance.
 2. Throughout this document, the terms “grant” and “award” will be used interchangeably.
 3. A recipient is a non-Federal entity for administration purposes.
 4. A subrecipient is known as a “subgrantee” as used in governing statutes, regulations, and DHS/FEMA guidance. The term “subrecipient,” “subgrantee,” and “Applicant” are used interchangeably throughout this agreement.
 5. The grant referred to in this agreement is an award to the subrecipient passed through from OEM to Subrecipient.
 6. The “certifying official” is the mayor, judge, or executive director authorized to execute this agreement, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks, but may not act in lieu of the certifying official.
 7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
 8. OEM may engage contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. OEM may task various grant management tasks to contractors to work directly with subrecipients.
 9. Subrecipient must notify OEM of any change in Designated Subrecipient Agents or points of contact as submitted on Page 2 of this agreement, and any subsequent changes submitted by Subrecipient in OEM’s EMGrants portal.
 10. In the event Subrecipient hires a consultant to assist them with managing its grants, they may not act in lieu of the designated agent or the Subrecipient’s point of contact, which shall be an employee of the Subrecipient. OEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all meetings and decision-making activities.
4. The Subrecipient must use grant funds solely for the purposes as stated in the approved PA project worksheets (“PW”) or HMGP Subapplication or the agreed upon scope of work approved by the Federal Emergency Management Agency (“FEMA”) and the State.

5. The Subrecipient shall accurately document the events and expenses incurred related to the approved scope of work. All documentation pertaining to a project shall be filed together with the corresponding project or subapplication and maintained by the Subrecipient as the permanent record of the project in accordance with all documentation retention requirements. This process must include all backup and corresponding documentation attached to the PW in each file. The Subrecipient must provide a copy of the documentation to the State within OK EMGrants for review reconciliation, and archiving. The Subrecipient may choose to upload a copy of all permanent records to OK EMGrants, but at a minimum those needed for review and reconciliation are required.
6. The Subrecipient is aware of, and shall be responsible for, the cost-sharing requirements of Federal and state assistance as stipulated in the President's Emergency Disaster Declaration. Specifically, the Federal share of assistance in most instances is limited to 75% of eligible expenditures. The Subrecipient shall provide the non-Federal share of eligible costs.
7. The declared event may include, as declared by the President, the Public Assistance Programs for Emergency Work Categories A) Debris Removal and B) Emergency Protective Measures, in addition, Permanent Work Categories may include C) Roads/Bridges D) Water Control Facilities E) Buildings and Equipment F) Utilities G) Parks, Recreational, and other facilities. Additional designations may include, but are not limited to: Direct Federal Assistance, Hazard Mitigation, and Individual Assistance and its various programs.

8. Standard of Performance

Subrecipient must perform all activities as approved by OEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. Recoupment of Funds (State authority), hereinafter referred to as Exhibit D

9. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to OEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Oklahoma until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by OEM.

10. Funding Obligations

OEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by OEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).

2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
 3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
11. The Subrecipient affirms they have not received duplicate benefits from another source for projects related to this disaster. If the Subrecipient receives duplicate benefits from another source for projects related to this disaster, the Subrecipient agrees to refund the benefits provided by the State upon request.

12. Recoupment of Funds

Subrecipient must refund to OEM any sum of these award funds that OEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or Federal grant funds unless prohibited by Federal regulation or other provision.

Nothing in Exhibit D – Recoupment of Federal Funds shall limit OEM’s ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit OEM’s ability to take immediate recoupment action(s) after notice of required refund has been made.

13. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, Federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288.
2. 44 C.F.R., Emergency Management and Assistance
3. 44 C.F.R., National Flood Insurance Program
4. 2 C.F.R., Grants and Agreements
5. Disaster Mitigation Act of 2000
6. Executive Order 11988, Floodplain Management
7. Executive Order 11990, Protection of Wetlands
8. Executive Order 12372, Intergovernmental Review of Programs and Activities
9. Executive Order 12549, Debarment and Suspension
10. Executive Order 12612, Federalism
11. Executive Order 12699, Seismic Design
12. Executive Order 12898, Environmental Justice
13. Coastal Barrier Resources Act, Public Law 97-348
14. 16 U.S.C. § 470, National Historic Preservation Act
15. 16 U.S.C. § 1531, Endangered Species Act References
16. Solid Waste Disposal Act, Section 6002
17. Single Audit Act, Public Law 98-502
18. Sandy Recovery Improvement Act publications
19. Disaster Recovery Reform Act of 2018

20. FEMA program publications, guidance, and policies

14. The Applicant must establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 C.F.R. part 200.
15. The Subrecipient is aware all assistance will be provided on a reimbursement basis only and must follow the reimbursement processes established by OEM/FEMA grant guidelines. Nothing in this provision is intended to abrogate the rights of OEM, FEMA, or other authorized governing authorities to exercise payment processes, methods, or alternatives available to them pursuant to applicable regulations and rules including but not limited to 2 CFR 200.305.

16. State Requirements for Grants

Subrecipient must comply with all other Federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (“OMB”) circulars, terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling/lobbying. This prohibition does not apply to a poll conducted by an academic institution as part of the institution’s academic mission that is not conducted for the benefit of a particular candidate or party.

The Subrecipient certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the approved scope of work. The Subrecipient agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.

The Subrecipient shall comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.

17. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other Federal grants/cooperative agreements unless specifically provided for by law, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds must not be used to sue the Federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this grant.
2. In accordance with [2 C.F.R. § 25.300](#), OEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management](#) registration to uniquely identify entities with which the Federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other Federally established site for contractor registration and entered OEM-required information. Subrecipient shall keep current and then review and update the information at least annually. Subrecipient shall keep

- information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).
4. Proof of active status shall be provided to OEM at the time of this agreement or as soon as possible. OEM will not disburse funds without proof of a registered and active UEI.
 5. Subrecipient is required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA") and must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other Federally established replacement site.
 6. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management ("SAM") database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
 7. Subrecipient agrees that it shall not make any subaward agreement or contract without express approval from OEM and first obtaining the subawardee's mandatory UEI.
 8. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
 9. A completed Oklahoma Office of Management and Enterprise Services ("OMES") Vendor/Payee Form from the Subrecipient must be provided to OEM, prior to receiving any funds under the provisions of this grant. (Note: If the Vendor/Payee Form has not already submitted the form to OMES)
 10. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property purchased with grant funds, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
 11. DHS/FEMA, and/or OEM through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or OEM on the premises of the Subrecipient or a contractor under

this grant, the Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

18. Procurement / Contracting

Subrecipient shall comply with all applicable Federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes Federal funds awarded under this award in accordance with 2 C.F.R. § 200.317-200.327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of Federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency, or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element, where required.
7. The Applicant shall not enter into contracts, grants, loans or cooperative agreements for which payment is contingent upon receipt of state or Federal funds.
8. Subrecipients must not make any award to or contract with any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#), before the time of contract award, and submitted to OEM for

review. OEM will not reimburse any expense for a debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

9. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](https://www.ecfr.gov/current/title-2/chapter-I/subchapter-D/part-200/subpart-321/section-200.321).
10. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](https://www.ecfr.gov/current/title-2/chapter-I/subchapter-D/part-200/subpart-323/section-200.323).
11. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](https://www.ecfr.gov/current/title-2/chapter-I/subchapter-D/part-200/subpart-322/section-200.322).

10. Monitoring

Subrecipient will be monitored periodically by Federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

1. OEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
2. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section 15, Enforcement, of this agreement.
3. The Subrecipient shall give the appropriate State agencies, as designated by OEM, access to and the right to examine all records, documents, and papers relating to any activity undertaken for funding under this agreement.

12. Audit

Subrecipients expending \$1,000,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance, Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to OEM in accordance with Office of Management and Budget Super Circular. This may be provided to OEM by email at Single.Audit@oem.ok.gov or by uploading into OK EMGrants. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement, Section 15, of this agreement.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Oklahoma State Auditor, OEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit OEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to OEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to OEM of such disallowed costs shall be paid by

Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other Federal contract.

2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as OEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

13. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipients will be required to keep complete records, including source documentation, of all work (i.e., receipts, checks, job orders, contracts, equipment usage documentation and payroll information) funded under this agreement for a minimum of seven (7) years after the certification date of the final expenditure report for project completion. OEM certifies the final expenditure report upon notification to the subrecipient of project closure with FEMA. Additionally, records shall be retained for seven (7) years after any real estate or equipment final disposition. During this seven-year period, all approved projects are subject to state and Federal audit/review.
2. DHS/FEMA or OEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Oklahoma State Auditor, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

14. Changes, Amendments, Suspensions or Termination

OEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by Subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in Federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or OEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate Subrecipient's acceptance of the changes to this award.

1. In the event Subrecipient fails to comply with any term of this grant or agreement, OEM may, upon written notification to Subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. OEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if OEM determines that subrecipient has failed to comply with any terms of this grant. OEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and
 - c. The scope of the termination of the award.
 - d. Termination of an award is final.

15. Enforcement

If Subrecipient materially fails to comply with any term of this award or agreement, whether stated in a Federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, OEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances and as allowable by the funding source:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by OEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, OEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where OEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

16. Conflicts of Interest

The Subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

17. Closing of this Award

The Subrecipient will submit a request for project closeout through OK EMGrants.

1. Public Assistance: Upon completion of all small projects, submit a request for small project validation through OK EMGrants. At the conclusion of each large project the Subrecipient will request a large project closeout, also utilizing OK EMGrants.

2. HMA Programs: The Subrecipient will request closeout utilizing OK EMGrants.

OEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, OEM will review the project and make the final payment to subrecipient. If Subrecipient did not use all the funds received, OEM will recover the unused funds. This does not affect:

1. DHS/FEMA or OEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

18. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format pursuant to the Oklahoma Uniform Electronic Transactions Act and shall be transmitted in OEM's EMGrants. OEM reserves the right to use other delivery avenues as needed.

19. OEM System of Record System

OEM requires the use of the state's system of record and administration tool, OK EMGrants, (OK.EMGrants.com) to manage disaster grants, its associated subgrants and subawards. Subrecipient is required to access OK EMGrants for all grant related functions as required by OEM unless written authorization from OEM is given. Requested forms and processes may be adjusted and changed to accommodate system processes and requirements.

Subrecipient agrees to monitor OK EMGrants as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within OEM are not accepted.

20. Performance Period

All projects must be completed within the performance period and within the approved budget.

The Subrecipient understands and will abide by the following work completion deadlines, for Public Assistance:

- a. Emergency Work (Category A & B) – Six months from the date of declaration.
- b. Permanent Work (Category C – G) – Eighteen months from the date of declaration. Extensions will only be granted solely for conditions or causes which are beyond the Subrecipient's control.

For HMA Programs, the Subrecipient understands and will abide by the following work completion deadlines in accordance with the subaward.

Time extensions cannot be granted for administrative delays such as completing paperwork.

Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to OEM no later than 60 calendar days after the end of the performance period. OEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by OEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the extenuating reasons for an extension;
 - a. Indicates the percentage of work that has been completed;
 - b. Provides an anticipated completion date; and
 - c. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the Subrecipient's control. All extensions will be subject to approval by the OEM Recovery and Resilience Division Director or their designee and must be requested by the Subrecipient through OK EMGrants. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of Federal funds for approved work.

21. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through OEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to OEM for review. Any requests sent for a Public Assistance or Hazard Mitigation project will be submitted to DHS/FEMA for review and

approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

22. Final Expenditures Report

All required documentation in support of the large project costs for closeout will be submitted within 60 days following completion of physical work on the project. If any project requires the purchase of insurance as a condition of receiving Federal funds, a copy of the current policy must be attached to this report and the uploaded to OK EMGrants.

23. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#) applicable for that disaster. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

24. Appeals

a. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be either electronically transmitted to OEM's Recovery and Resilience Division Director and OEM's Public Assistance Program Officer or be submitted in OK EMGrants by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in Federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to OK EMGrants. An appeal must be submitted by the subrecipient within the following time frames:

1. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
2. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the OEM's Recovery and Resilience Division Director and should contain additional information that the subrecipient wants to have considered, why FEMA's determination was not consistent with law, regulation, and policy, and the amount in dispute. Upon receipt of an appeal from Subrecipient, OEM will review the material submitted and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after January 1, 2016, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Subrecipient is in a "rural area", defined as having a population of less than 200,000

living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 C.F.R. § 206.206](#).

b. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in OK EMGrants by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in Federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with [44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

1. Any DHS/FEMA or OEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
2. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to OEM's Recovery and Resilience Division Director and should contain additional information, in accordance with Hazard Mitigation Assistance ("HMA") guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, OEM will forward the appeal to DHS/FEMA within 60 days.

25. Requests for Reimbursement

Payments for open projects may be requested as needed on a reimbursement basis. Additional monitoring may be required of subrecipients if funds are advanced.

Subrecipient may request payment of funds on projects by initiating a request for reimbursement (RFR) in OK EMGrants. The request must include documentation supporting the request such as invoices and proof of payment.

Public Assistance small projects will be paid upon obligation.

26. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports ("QPR") for open, large projects in Public Assistance and all Hazard Mitigation Assistance Programs using OK EMGrants. QPRs are due to OEM the 10th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- | | |
|---------------------------------------|---------------------|
| a. Quarter 1 (Q1): July – September | QPR Due: October 10 |
| b. Quarter 2 (Q2): October – December | QPR Due: January 10 |
| c. Quarter 3 (Q3): January – March | QPR Due: April 10 |
| d. Quarter 4 (Q4): April – June | QPR Due: July 10 |

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or project with no Requests for Reimbursement ("RFR") submitted, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to OEM.

OEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, OEM will require additional reporting or may take any other appropriate action to comply with required standards.

27. Equipment Records

When an individual item of equipment is no longer required for Federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased equipment, reference [2 C.F.R. 200.313](#).

28. FEMA's Grants Portal and FEMA GO

In addition to OK EMGrants, Subrecipients must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Grants Portal). The subrecipient must establish and maintain an active account in the Grants Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. Grants Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes ("FEMA GO") platform is used to facilitate the application, tracking, and management of select Hazard Mitigation Assistance Programs. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process. The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use OK EMGrants.

29. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency or may use the 10 percent de minimis rate of modified total direct costs ("MTDC") (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs, as allowed by the specific grant program.

30. Request for Information

OEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from OEM's OK EMGrants, FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through OEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. Failure to respond to RFIs may result in award cancellation or withholding of funds.

31. The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

32. Subrecipient shall defend and indemnify the State and OEM, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including

without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against the State or OEM to the extent arising from any negligent act or omission or willful misconduct of the Subrecipient or its agents, employees, or subcontractors in the execution or performance of the Agreement.

33. In connection with indemnification obligations under the Agreement, the parties agree to furnish prompt written notice to each other of any third-party claim. OEM and the State will reasonably cooperate with Subrecipient and defense of the claim to the extent its interests are aligned with Subrecipient. Subrecipient shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed.
34. In connection with indemnification obligations under the Agreement, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Subrecipient to control the defense and any related settlement negotiations; provided, however, Subrecipient shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Subrecipient, Subrecipient shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Agreement and shall remain responsible to indemnify the State and OEM.
35. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor OEM shall be liable to Subrecipient for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
36. Notwithstanding anything to the contrary in the Agreement, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Subrecipient or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Agreement; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Subrecipient or its employees, agents or subcontractors.

37. Per Oklahoma §62 Section 34.64.H, payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism. The Subrecipient will verify Electronic Transfer of Funds is in place. To do so please email FinanceGroup@oem.ok.gov.
38. Any claim, dispute, or litigation relating to the Agreement, in the singular or in the aggregate, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations.
39. The Agreement does not create an employment relationship. Individuals providing products or performing services pursuant to the Agreement are not employees of the State or OEM and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.
40. Subrecipient acknowledges that all State agencies, including OEM, are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Subrecipient also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Subrecipient Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Agreement; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Agreement and without other obligations of confidentiality; (iii) is independently developed without the use of any of Subrecipient Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Subrecipient Confidential Information, provided that OEM provides reasonable written notice, pursuant to Agreement notice provisions, to the Subrecipient so that the Subrecipient may promptly seek a protective order or other appropriate remedy.
41. Failure by the State or OEM at any time to enforce a provision of, or exercise a right under, the Agreement shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Agreement provision, or any part thereof, or the right of the State or OEM to enforce any provision of, or exercise any right under, the Agreement at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of an Agreement document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Agreement.
42. To the extent any term or condition in the Agreement conflicts with a compulsory applicable State or United States law or regulation, such Agreement term or condition is void and unenforceable. By executing any Agreement document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Agreement or any non-conflicting applicable State or federal law or regulation is not waived.

43. If any provision of an Agreement document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

44. The headings used in any Agreement document are for convenience only and do not constitute terms of the Agreement.

45. Notwithstanding any provision in the Agreement, the Agreement is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

46. As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Agreement documents entered into between the parties under the terms of the Agreement shall survive Agreement expiration. Additionally, rights and obligations under the Agreement which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Agreement.

47. The Agreement documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Agreement document shall be binding or valid. The Subrecipient's representations and certifications, including any completed electronically, are incorporated by reference into the Agreement.

48. By signing this agreement, the Applicant further acknowledges that the effective date of this agreement shall be as of the date of the Federal Declaration of Disaster dated Mar 18, 2025 .

49. I hereby appoint:

Print Name: _____ Job Title: _____ Print

Name: _____ Job Title: _____

To act on behalf of my jurisdiction regarding this disaster.

GRANT ACKNOWLEDGEMENT, AGREEMENT and SIGNATURE PAGE

Subrecipient acknowledges receipt of the grant terms and conditions and is in agreement for Services between the Oklahoma Department of Emergency Management and Subrecipient:
Oklahoma County Sheriff Ofc

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: _____

LOCA/L 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: _____

STATE USE ONLY APPROVED on this _____ Day of _____, 20____.

Signed: _____

John Dean, MPA, ICMA-CM

Recovery and Resilience Division Director

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that the subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non- Federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give Oklahoma's Department of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for Federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities

supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give Oklahoma's Department of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports, and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794),

which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for Federally- assisted construction sub-agreements, if applicable.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov.
 - b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (Federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal

Certification).

5. Federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
8. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
9. Subrecipient will comply with all applicable requirements of all other Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: Recoupment of Federal Funds

Procedure Summary

This procedure is to ensure responsible spending of Federal dollars, [2 C.F.R. § 200.344](#) and [2 C.F.R. § 200.345](#) require that the State of Oklahoma and the Oklahoma Department of Emergency Management (“OEM”) act to identify and recover any improper payments.

This procedure applies to all OEM subrecipients that receive funds from or through OEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between OEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.

The Federal dollars described in this policy are passed through OEM, which serves as the Governor’s authorized representative for certain Federal grants and awards. Any amount of debt owed to the Federal government is ultimately the responsibility of the State of Oklahoma, not specifically the responsibility of OEM.

Procedure

1. Applicability of Recoupment

- a. This procedure will be applied to subrecipients that have been determined by OEM to have received an overpayment or that OEM determines has not spent Federal funds in accordance with their grant or financial award.

2. Recipient’s Responsibilities

- a. Subrecipients are required to sign the Grant Agreement prior to receipt of funds that stipulate subrecipients shall refund to OEM any sum that has been determined by OEM to be an overpayment to Subrecipient or that OEM determines has not been spent by Subrecipient in accordance with their grant or financial award.
- b. No refund payment(s) shall be made from local, state or Federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- c. Subrecipients shall refund to OEM within thirty (30) calendar days after OEM requests such refund.

3. OEM Collection Actions

- a. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:
 - i. First Formal Communication: A recoupment letter will be sent to the subrecipient’s Authorized Agent(s) highlighting the amount of Federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.
 - ii. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and posted in OEM’s OK EMGrants, and;
- b. OEM will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.
- c. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, OEM may offset a Subrecipient’s owed funds against current available funding due to the Subrecipient unless an agreement to return funding is reached with the Subrecipient as approved by OEM.

- d. If the repayment is not made, OEM shall send an additional notice to the subrecipient by electronic mail and posted to the OEM OK EMGrants thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with Section 4 Delinquent Accounts.
- e. If the repayment is not made after the second letter, OEM shall send a third notice to the subrecipient by electronic mail and posted to the OEM OK EMGrants thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with Section 4 Delinquent Accounts.
- f. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with OEM approved by OEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, OEM will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Department shall notify the subrecipient of any such decision.

4. Delinquent Accounts

a. Delinquency Determination

- i. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by OEM to repay the funding with OEM within 120 days from the date the original recoupment letter was sent, OEM may determine that the account is delinquent.
- ii. At OEM's sole discretion, OEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.
- iii. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid, and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within this section applies.

b. Referral to the Attorney General

- i. Once the account is determined to be delinquent, OEM may determine whether to refer the account to the Attorney General through the System Office of the General Counsel. The determination as to the manner in which to pursue the collection of the account must consider the following:
 - 1. The size of the debt;
 - 2. The existence of any security or collateral;

3. The likelihood of collection through passive means;
 4. The cost to OEM or Attorney General in attempting to collect the obligation; and
 5. The availability of resources within OEM or Attorney General to devote to the collection of the obligation.
- c. Referral to the Attorney General
- i. Upon a determination to refer to the Attorney General, OEM shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.
 1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.
 2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.
 - ii. If OEM determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.
- d. The Department shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

5. OEM's Ability to Remedy

Nothing in this procedure shall limit OEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit OEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.