

1 **AGREEMENT FOR THE SUB-GRANT OF**
2 **EMERGENCY MANAGEMENT PERFORMANCE**
3 **GRANT PROGRAM FUNDS**

4
5 This agreement is entered into by and between **The State of Oklahoma**
6 **Department of Emergency Management**, hereinafter referred to as OEM, and
7 The City of Clinton, Oklahoma, hereinafter referred to as the Political Subdivision.
8 **Witnesses that** OEM and the Political Subdivision for the considerations named
9 agree as follows:

10 **Article 1. Authorized Representatives**

11 The Director of OEM shall be the representative for the agency authorized to
12 complete work and negotiate changes to this agreement. The Director of Emergency
13 Management for the Political Subdivision shall be the representative for the
14 Political Subdivision authorized to complete work and negotiate changes to this
15 agreement. The Political Subdivision will, on a form provided by OEM, identify a
16 designated agent, an alternate, and the designated agent's official mailing address.
17 The designated agent will serve as the political subdivision's official point of contact
18 (POC), responsible for reporting on, or responding to inquiries regarding the four (4)
19 phases of emergency management (mitigation, preparedness, response and
20 recovery) to include incident reporting.

21 **Article 2. Duration**

22 This agreement shall be in full force and effect beginning October 1, 2010 by both
23 parties and terminating at Midnight on September 30, 2011, unless terminated by
24 either party prior to that time, in writing.

1 **Article 3. Purpose**

2 The purpose of this agreement is to provide a sub-grant with of a portion of the
3 funds awarded to the State of Oklahoma under the Federal Emergency
4 Management Agency (FEMA)'s Emergency Management Performance Grant
5 (EMPG) program. The EMPG program encourages the development of
6 comprehensive disaster preparedness, response, and assistance plans, programs,
7 capabilities and organizations by the State and local governments.

8 **Article 4. Authorities**

9 The authorities for this award are:

10 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended,
11 42 U.S.C. § 5121 et. Seq. (the Stafford Act); Title 44, Code of Federal Regulations
12 (CFR), Part 302, et. Seq.; U.S. Department of Homeland Security Presidential
13 Directive 5 (HSPD-5); Oklahoma Emergency Management Act 2003, 63 O.S. 683. 1
14 et. Seq.; State Administrative Plan adopted by the Oklahoma Department of
15 Emergency Management.

16 **Article 5. Scope of Work**

17 Minimum Task/Activity Requirements

18 The following activities are the **minimum** task requirements that shall be
19 completed by the Political Subdivision:

- 20 I. **EMERGENCY OPERATIONS PLAN.** The Political Subdivision will update
21 its Emergency Operations Plan (EOP) during the performance period of the
22 SLA sub-grant. The process of updating the EOP should ensure the active
23 participation of a representative(s) from such organizations as:

- 1 • Law Enforcement
- 2 • Fire
- 3 • Emergency Medical Service
- 4 • Public Works
- 5 • Road and Bridges
- 6 • Parks and Recreation
- 7 • Private Industry
- 8 • Volunteer Organizations Active in Disaster (VOAD)
- 9 • Other organizations that would be called upon during emergencies and
- 10 disasters.

11 Distribute changes, and a new **Approval Page** to all who have copies of the
12 plan. Provide OEM with a hard copy of the signed and dated EOP approval
13 page and an updated copy of the EOP in paper form or in an electronic
14 format.

15 II. **EXERCISES.** The Political Subdivision shall have the option of conducting:

- 16 a) Two (2) un-graded tabletop exercises.
- 17 b) A graded functional exercise.
- 18 c) A graded full-scale emergency exercise.

19 All exercise must comply with the minimum standards as set forth in the
20 Department of Homeland Security's (DHS) Homeland Security Exercise and
21 Evaluation Program (HSEEP) policies, guidance, and practices. Each graded
22 exercise will be evaluated by a team comprised of a minimum of 2 evaluators.
23 An Area Coordinator will serve as the lead evaluator and the state selected
24 member(s) of the evaluation team will not be selected from the Political
25 Subdivision(s) participating in the exercise. Additional evaluators may be
26 selected by the Political Subdivision. The State evaluators will use an
27 evaluation form that measures objective performance criteria as
28 demonstrated by exercise participants. Graded exercises will receive either a
29

1 satisfactory or unsatisfactory rating. A jurisdiction that receives an
2 unsatisfactory rating on their initial exercise will be required to schedule a
3 second exercise using the same guidelines outlined above. The second
4 exercise is a **MUST PASS** requirement to maintain SLA eligibility. In
5 addition to satisfactorily completing the performance criteria as listed in the
6 exercise evaluation instructions, a satisfactory rating must be received from
7 the State evaluation team based on the following:

- 8 a) Notify the Area Coordinator of the date of the initial exercise planning
9 meeting so they can make plans to attend.
- 10 b) Work with the Area Coordinator to establish an agreed date for the
11 exercise.
- 12 c) Two weeks before the exercise date, provide the Area Coordinator with
13 a copy of the scenario, timelines, maps etc.
- 14 d) Develop an exercise evaluation form that contains at a minimum,
15 instructions for evaluating the jurisdiction's Alert/Notification,
16 Communications, Coordination and Control, Resource Management
17 and Warning functions.
- 18 e) The Jurisdiction's EOC or alternate EOC **must** be activated as a part
19 of the exercise. An (EOC) is defined as a designated facility from which
20 key elected and appointed officials and liaisons from supporting
21 organizations can direct and control a community's operating forces,
22 disseminate official public information, and allow for face-to-face
23 coordination among personnel. Jurisdictions may utilize mobile or

1 transportable EOCs, which are capable of performing the same critical
2 functions as the fixed EOC. A “Command Post” vehicle cannot serve as
3 an EOC although it can serve in conjunction with the mobile EOC.

4 f) Following the exercise, conduct a post exercise critique and retain on
5 file for audit purposes an exercise report consisting of an **OEM**
6 **Exercise Checklist/Cover Sheet**, with the supporting
7 documentation as listed in the block entitled “**Exercise**”. Exercise
8 Packages will retained for a period consistent with the jurisdictions
9 records retention policies but not of less than four (4) years. Exercise
10 Packages will be made available for review by OEM personnel upon
11 request.

12 g) Political Subdivisions may receive credit for participation in a multi-
13 jurisdiction full-scale exercise. To receive exercise credit, jurisdictions
14 must comply with items a) through f). The jurisdiction must receive a
15 satisfactory rating from the State Evaluation Team for its portion of
16 the exercise.

17 h) If the Political Subdivision experiences a major disaster that receives a
18 Gubernatorial or Presidential Disaster Declaration prior to the date of
19 their exercise, it may petition the State Director for a waiver of the
20 exercise requirement **within ninety (90) days** following the end of
21 the declared disaster period:

- 22 1. Following the event, the jurisdiction will conduct a post event
23 critique and retain on file a completed **OEM Exercise**

1 **Checklist/Cover Sheet**, together with the supporting
2 documentation as listed in the block entitled "**Actual**
3 **Occurrence**". The document will be retained in the same
4 manner as cited in paragraph (f) page 5 line 7.

5 **III. CONTINUING EDUCATION.** Each Emergency Management Director will
6 complete twenty-seven (27) hours of continuing education during the
7 performance period of this agreement (October 1, 2010 through September
8 30, 2011). In support of the national initiative for state and political
9 subdivisions to become National Incident Management Systems (NIMS)
10 compliant, SLA Sub-grantees will maintain NIMS compliance certificate and
11 related documents training records documenting that the 2011 NIMS
12 training standards/requirements have been achieved. Where applicable
13 records should contain the names and contact information of course
14 instructors, and class rosters for the following courses:

- 15 • IS-100, Introduction to the Incident Command System.
- 16 • IS-200, Basic Incident Command System
- 17 • ICS-300, Intermediate ICS for Expanding Incidents
- 18 • ICS-400, Advanced ICS Command and General Staff Complex
- 19 Incidents
- 20 • IS-700, NIMS, An Introduction
- 21 • IS-800, National Response Framework, An Introduction

22 Directors who have completed the required NIMS courses can satisfy the
23 twenty-seven (27) hours of training by completing courses offered by FEMA,
24 OEM, fire service or law enforcement Council on Law Enforcement Education
25 and Training (CLEET) certified courses. OEM recommends that Emergency
26 Management Directors complete FEMA's Professional Development Series
27 Management Directors complete FEMA's Professional Development Series

1 (PDS) and Advanced Professional Series (APS) courses. Training Certificates
2 evidencing a minimum of twenty-seven (27) hours of continuing education
3 training will retained for a period consistent with the jurisdictions records
4 retention policies but not of less than four (4) years. Training Certificates
5 will be made available for review by OEM personnel upon request.

6 IV. **FALL EMERGENCY MANAGEMENT CONFERENCES.** The Emergency
7 Management Director for the political subdivision shall attend the **entire**
8 Fall Emergency Management Conference. Conference Attendance Certificate
9 will retained for a period consistent with the jurisdictions records retention
10 policies but not of less than four (4) years. Conference Attendance
11 Certificates will be made available for review by OEM personnel upon
12 request.

13 **Article 6: Sub-Grant Administration**

14 a) Beginning with the first quarter, each SLA Sub-Grantee will be visited
15 a minimum of once each quarter by an Area Coordinator. A minimum
16 of one (1) Sub-Grant field visit report will be prepared and filed each
17 quarter by the assigned Area Coordinator. Each scope of work line
18 item as contained in Article 5 of this agreement and the three (3)
19 projects, as identified in Part 3 Project Narrative of the sub-grant
20 application, will be evaluated as follows.

- 21 • Satisfactory – No corrective action is needed.
- 22 • Needs Improvement – With recommended corrective action entered
- 23 on the form.
- 24 • Completed
- 25

1 The jurisdiction, if it elects to, may attach additional year-to-date accomplishments
2 or activity summaries to the Field Visit.

3 The Quarterly Field Visits shall be conducted at a mutually agreed to date, time
4 and location during the quarter:

- 5 • 1st Quarter Visit: October 1, 2010 – December 30, 2010
- 6 • 2nd Quarter Visit: January 1, 2011 – March 31, 2011
- 7 • 3rd Quarter Visit: April 1, 2011 – June 30, 2011
- 8 • 4th Quarter (Closeout) Visit: July 1, 2011 – September 30, 2011

9
10 b) A copy of the Field Visit Report will be provided to the Political Sub-
11 division at the conclusion of each field visit with the original copy filed
12 in the jurisdictions SLA file.

13 c) Other duties as assigned. Any tasking which OEM receives from DHS,
14 FEMA or any other federal agency and which is emergency
15 management related and which requires the assistance of the Political
16 Subdivision shall also be considered as part of the required tasking
17 elements under the sub-grant.

18 d) Audit Letter. If the Political Subdivision receives \$500,000 or more in
19 Federal funds in Federal Fiscal Year 2011, they are responsible for
20 compliance with the provisions of the Single Audit Act Amendments of
21 1996. That Political Subdivision shall submit a copy of their audit
22 letter signed by the auditor for Federal Fiscal Year 2011 to OEM.

23 **Article 7: Time of Completion**

24 All work shall be completed by the Political Subdivision during Federal Fiscal Year
25 2011, with the exception that the auditor's opinion letter which accompanies the
26 jurisdictions annual audit must be submitted as soon as the audit is completed.

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Article 8: Suspension of Sub-Grant/Debarment from future awards

If the Political Subdivision fails to complete the agreed to scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 9: General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Standard Assurances for Federal Funds submitted by the political subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

1 **Article 10: The Contract Price and Payment Terms**

2 1. OEM shall pay the Political Subdivision for the work performed under this
3 agreement the sum of 5,000 Dollars (\$) subject to the following terms and
4 conditions. Seventy percent (70%) of the award amount will comprise the
5 base amount of the award. Payment of the base amount will be made on a
6 quarterly basis:

7 a) Payment in the amount of 25% of the base amount will be made by OEM
8 for the First Quarter after January 15, 2011 following receipt of the fully
9 executed agreement and the completion of a documented Field Visit.

10 b) Payment in the amount of 25% of the base amount will be made for the
11 Second Quarter after April 15, 2011.

12 c) Payment in the amount of 10% of the base amount will be made for the
13 Third Quarter after July 15, 2011.

14 d) Following October 15, 2011, Project close-out documentation will be
15 retained for a period consistent with the jurisdictions records retention
16 policy but not for a period of less than four (4) years.

17 e) Payment for each of the three (3) projects, as identified in Part III –
18 Project Narrative of the SLA Application. Each project is worth 10% of
19 the SLA award amount – for a total of 30%. Each project close-out report
20 will consist of the project sheet from the application package to which the
21 project close-out documentation will be attached. Final payment will be
22 contingent on the Area Coordinators close-out review. Project close-out
23 documentation will be retained for a period consistent with the

1 jurisdictions records retention policy but not for a period of less than four
2 (4) years.

3 2. OEM shall provide to the Political Subdivision technical assistance in
4 fulfilling this agreement to the extent resources are available.

5 **Article 11: Amendments**

6 Any alterations or deviations to this agreement shall be executed only upon written
7 agreement of both parties, and if there is a change to the agreement award for such
8 alteration or deviation, it shall be noted.

9 **Article 12: Waives of Scope of Work Line Items**

10 During the performance period of the Sub-Grant, only (1) waiver relieving the
11 jurisdiction from having to complete a basic scope of work line item (I-IV) may be
12 approved. In no case will a Sub-Grant recipient be permitted to request a waiver
13 for the same scope of work line item in two consecutive years.

14 No waiver will be granted relieving a sub-grant recipient from having to complete
15 any of its identified projects. Failure to complete a project will result in a non
16 payment of 10% of the Sub-Grant award.

17 **Article 13: Termination**

18 This agreement may be cancelled by either party by providing 15 days notice in
19 writing to the other party.

20 **Article 14: Audit Clause**

21 In accepting this agreement, the Political Subdivision agrees to this audit clause
22 which provides that books, records, documents, accounting procedures, practices, or
23 any other items of the Political Subdivision relevant to the agreement are subject to

1 examination by FEMA, OEM, the State of Oklahoma and the State Auditor and
2 Inspector.

3 **Article 15: Non-Collusion**

4 In accepting this agreement, the Political Subdivision acknowledges that they have
5 not paid, given, or donated or agreed to pay, give, or donate to any officer or
6 employee of the State of Oklahoma any money or other thing of value, either
7 directly or indirectly, in procuring this agreement.

8 **Article 16: Attachments**

9 The SLA Sub-Grant Application is incorporated by references a part of this
10 agreement. As proof of compliance with Federal regulations, the following
11 documents as contained in Part 4, Standard Assurances, of the sub-grant
12 application is incorporated by reference as part of this agreement:

- 13 1. Completed FEMA Form 20-16, Summary Sheet for Assurances and
14 Certification.
- 15 2. Completed FEMA Form 20-16A, Assurances for Non-Construction
16 Programs
- 17 3. Completed FEMA Form 20-16C Certifications Regarding Lobbying;
18 Debarment, Suspension, and Other Responsibility Matters; and
19 Drug-Free Workplace Requirements
- 20 4. Completed Standard Form LLL, Disclosure of Lobbying Activities

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1 Approved by OEM this _____ Day of September, 2010 by:

2

3 _____

4 Director

5

6 ATTEST:

7 _____

8 Oklahoma Department of Emergency Management Notary

9

10 Approved by the Governing body of the Political Subdivision,

11

12 this _____ day of _____, 2010.

13 Signed:

14 _____

15 Title: _____

16

17 ATTEST:

18 _____

19 Title: _____

20 AFFIX SEAL OF THE POLITICAL SUBDIVISION

21 HERE