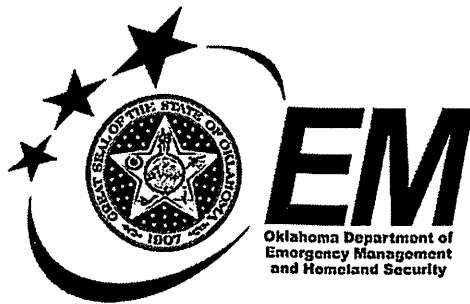


GRANT COUNTY
RESOLUTION 2022-006

**Oklahoma Department of Emergency
Management and Homeland Security
(ODEMHS)/
911 MANAGEMENT
AUTHORITY
STATE – LOCAL AGREEMENT**



**ODEMHS/911 MANAGEMENT AUTHORITY
GRANT AGREEMENT**

Between

STATE OF OKLAHOMA

and

Grant County_FSG_\$21,061.39

(Local Subgrantee)

This agreement between the State of Oklahoma, Governor's Authorized Representative (GAR), Mark Gower, Director, Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and Grant County shall apply to all 911 Management Authority grant funds for Grant ID # F106224-S5.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for 911 Management Authority grant funding has been approved, it is now necessary for you, as the Subgrantee, to enter into the attached Agreement with the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) and the 911 Management Authority, hereafter referred to as the Grantee. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee. (NOTE: If this Agreement is signed by a designee, a duly-adopted resolution evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee must be attached to the Agreement for review by the 911 Management Authority.)
 - a. **PSAPs:** Board President or applicable Local Government Official
 - b. **City:** Mayor, City Manager, or Town Administrator
 - c. **County:** Chair of the Board of County Commissioners
 - d. **Tribe:** Chief, Governor, or Principal Chair
 - e. **Council of Government:** Executive Director or Board Chair
 - f. **Fire District:** District Chief
 - g. **Public Districts, Public Trusts and Public Authorities:** Executive Director or Chair
 - h. **County Sheriff's Office:** the Sheriff
 - i. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

The Subgrantee certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for 911 Management Authority assistance funding on behalf of the Subgrantee.
2. The Subgrantee must use 911 Management Authority funds solely for the purposes as stated in the approved project award, provided scope of work, costs and overall project goals approved by the 911 Management Authority Board Members.
3. I certify that Grant County has not diverted and will not divert any portion of designated 911 funds awarded by the State for any purpose other than the purposes for which such charges are designated.
4. The Subgrantee is aware of and will be responsible for the matching funds and cost-sharing requirements of the 911 Management Authority, specifically, state assistance

is limited to no more than 80% of eligible expenditures, and the Subgrantee will provide, from the Subgrantee's funds, the remaining 20% of eligible costs. No match is required for Funding Sustainability Grants.

5. The Subgrantee will return to the State, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.
6. The Subgrantee must establish and maintain a proper accounting system to record expenditures of 911 Management Authority funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Subgrantee is aware all 911 Management Authority funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by the 911 Management Authority Board Members. Required reimbursement documentation includes copies of the front and back of cancelled checks, purchase orders, and invoices submitted with reimbursement requests.
8. The Subgrantee will accurately document the events and expenses incurred in the execution of the 911 Management Authority project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and must be maintained by the Subgrantee for three (3) years after the federal grant ending date. This process must include all backup and corresponding documentation and must be filed with the project. The Subgrantee must provide a copy of the documentation to the State for review, reconciliation, claims payment, and archiving upon request.
9. The Subgrantee's records and supporting documentation relating to claims will be kept for three (3) years after the federal grant ending date. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG).
10. The Subgrantee will give the appropriate State agencies, as designated by ODEMHS, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.
11. The Subgrantee will provide ODEMHS with quarterly reports as shown below:
 - **1st Quarter (Oct, Nov, Dec) Report due Jan 10;**
 - **2nd Quarter (Jan, Feb, Mar) Report due April 10;**
 - **3rd Quarter (Apr, May, Jun) Report due Jul 10; and**
 - **4th Quarter (Jul, Aug, Sep) Report due Oct 10.**

12. Also, if the Subgrantee expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Subgrantee shall accomplish a Single Audit requirement and submit a copy of that audit to ODEMHS in accordance with 2CFR Part 200.
13. The Subgrantee will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations.
14. The Subgrantee will comply with all applicable provisions of State laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§ 200.
12. The Subgrantee affirms they have not received duplicate benefits from another federal source for the indicated project unless exempted by law. If the Subgrantee receives duplicate benefits from another source for projects related to this application, the Subgrantee agrees to refund the benefits provided by the State.
15. The Subgrantee will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
16. The Subgrantee will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
17. The Subgrantee will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
18. The Subgrantee will not enter into any cost-plus percentage of costs or contingency contract for completion of eligible work through the 911 Management Authority grant program.
19. The Subgrantee will not enter into contracts, grants, loans or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
20. The Subgrantee must not enter into any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities may be verified through SAM.gov.
21. As a condition for receipt of State or Federal funds, the Subgrantee certifies that it has the legal responsibility for the maintenance, upkeep and implementation of activities for which it is applying for.
22. The Subgrantee certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the project(s) for which it has and/or will apply. The Subgrantee agrees and understands that the State nor Federal funding entities will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.

- 23. The Subgrantee agrees to indemnify and hold the State and Federal funding entities harmless from any repayment obligation arising out of the projects funded under this agreement.
- 24. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** of the final reimbursement of the project.
- 25. The Subgrantee understands and will abide by the indicated period of performance as detailed in the State Award documents. Period of performance schedule extensions may be granted solely for conditions beyond the Subgrantee's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the State 911 Management Authority or authorized official and must be requested by the Subgrantee in writing.
- 26. Grant funds awarded by the 911 Management Authority shall not be used to supplant local funds, but shall be used to increase the amount of funds that would, in the absence of state or federal funds, be made available from local sources.
- 27. By signing this agreement, the Subgrantee further acknowledges that the effective date of this agreement shall be as of the Governor's Authorized Representative's approval date shown below.


I acknowledge by my signature, I am aware if any part of this agreement is not in compliance with regulations, funding for this, and possibly future assistance, may be jeopardized or denied.

Signed: <u>Max L. Hess</u>	Grant County, OK	
	Commissioner-D1	Max L. Hess
	SUBGRANTEE NAME	TITLE PRINT NAME

APPROVED on this 7th ^{14th} _{CP} Day of February, 2022.

Signed: _____
MARK GOWER, ODEMHS DIRECTOR
GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR)

APPROVED on this _____ Day of _____, 20____.

Approved as to form: <u>2/8/22</u>  _____ Assistant District Attorney
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