

# PENDING APPROVAL

**REQUISITION SHEET MUST BE ATTACHED**  
**(Applies when agenda item requires a specific payment)**

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

For the Wednesday, March 10<sup>th</sup>, 2010 Agenda  
*(Day of Meeting) (Date and Year of Meeting)*

DEPT.: Emergency Management BY: David Barnes EXT. 1369  
*(Department Requesting this item) (Contact person for this Item) (Contact's extension)*

NAME OF FUND: \_\_\_\_\_

#### AGENDA ITEM DESCRIPTION:

Discussion and possible action for renewal of Agreement for Sub-Grant of Emergency Management Performance Grant Program Funds between the Oklahoma Department of Emergency Management and Oklahoma County, to receive a portion of the funds awarded to the State of Oklahoma under the FEMA Emergency Management Preparedness Grant Program. If approved, Oklahoma County Emergency Management is to receive \$36,637.00 with payment made on a quarterly basis. The Director of Oklahoma County Emergency Management shall be designated as agent for the sub-grant. This Agreement shall commence upon approval of the Board and approval of State Emergency Management, and shall terminate September 30, 2010.

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY ENGINEER  
(If Applicable)

\_\_\_\_\_  
County Engineer

APPROVED BY D.A.  
(If Applicable)

3/11/2010  
\_\_\_\_\_  
Assistant District Attorney

APPROVED BY PURCHASING  
(If Applicable)

\_\_\_\_\_  
Purchasing Agent

NOTE: A COMMISSIONER MUST APPROVE ALL EMERGENCY REQUESTS  
FOR ANY ITEM SUBMITTED AFTER THE DEADLINE  
(THE DEADLINE IS 9:00AM ONE WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DATE OF REQUEST:

\_\_\_\_\_

BY:

[Signature]

\_\_\_\_\_  
*(Person Submitting or Requesting Emergency Request)*

DATE OF APPROVAL:

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
COUNTY COMMISSIONER

Number of ORIGINAL DOCUMENTS you have attached: 2 NOTE: The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to *(check one)*: \_\_\_\_\_ keep more than one original; or \_\_\_\_\_ return all originals to you, please describe them for the County Clerk's consideration: \_\_\_\_\_ Please return one (1) of the two (2) signed originals to Oklahoma County Emergency Management.

Special Instructions: \_\_\_\_\_

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 3 / 10 / 10

**COUNTY DEPARTMENT MAKING REQUEST:** Emergency Management

**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Please review as to form and legality the attached grant award agreement from the Oklahoma Department of Emergency Management, with the Oklahoma County Office of Emergency Management.**

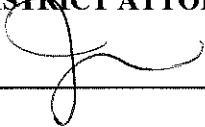
**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

  
\_\_\_\_\_  
**COUNTY OFFICER**

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** 3/10/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed

**RECEIVED**  
MAR 10 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

**DAVID PRATER**  
**DISTRICT ATTORNEY**  
By: 

OKLAHOMA COUNTY DISTRICT ATTORNEY  
CIVIL DIVISION  
2010 MAR 11 A 11:03  
RECEIVED

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

This agreement is entered into by and between **The State of Oklahoma Department of Emergency Management**, hereinafter referred to as OEM, and Oklahoma County, Oklahoma, hereinafter referred to as the Political Subdivision. **Witnesseth**, that OEM and the Political Subdivision for the considerations named agree as follows:

**Article 1. Authorized Representatives**

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

**Article 2. Duration**

This agreement shall be in full force and effect beginning October 1, 2009 by both parties and terminating at Midnight on September 30, 2010, unless terminated by either party prior to that time, in writing.

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## 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:

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

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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

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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

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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, 2009 through September  
8            30, 2010). 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 2010 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  
23            Directors who have completed the required NIMS courses can satisfy the  
24            twenty-seven (27) hours of training by completing courses offered by FEMA,  
25            OEM, fire service or law enforcement Council on Law Enforcement Education  
26            and Training (CLEET) certified courses. OEM recommends that Emergency  
27            Management Directors complete FEMA's Professional Development Series

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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

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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 • 1<sup>st</sup> Quarter Visit: October 1, 2009 – December 30, 2009.
- 6 • 2<sup>nd</sup> Quarter Visit: January 1, 2010 – March 31, 2010
- 7 • 3<sup>rd</sup> Quarter Visit: April 1, 2010 – June 30, 2010
- 8 • 4<sup>th</sup> Quarter (Closeout) Visit: July 1, 2010 – September 30, 2010

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 2010, 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 2010 to OEM.

## 23 **Article 7: Time of Completion**

24 All work shall be completed by the Political Subdivision during Federal Fiscal Year  
25 2010, with the exception that the auditors 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.

## Article 10: The Contract Price and Payment Terms

1. OEM shall pay the Political Subdivision for the work performed under this agreement the sum of 36,637.00 Dollars (\$) subject to the following terms and conditions. Seventy percent (70%) of the award amount will comprise the base amount of the award. Payment of the base amount will be made on a quarterly basis:

a) Payment in the amount of 25% of the base amount will be made by OEM for the First Quarter after January 15, 2010 following receipt of the fully executed agreement and the completion of a documented Field Visit.

b) Payment in the amount of 25% of the base amount will be made for the Second Quarter after April 15, 2010.

c) Payment in the amount of 10% of the base amount will be made for the Third Quarter after July 15, 2010.

d) Following October 15, 2010, Project close-out documentation will be retained for a period consistent with the jurisdictions records retention policy but not for a period of less than four (4) years.

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

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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

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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

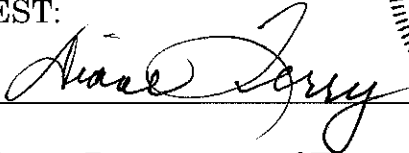
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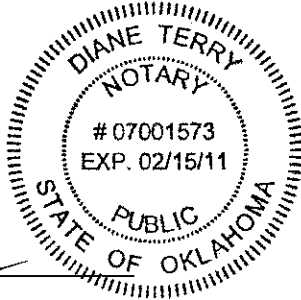
1 Approved by OEM this 18th Day of February, 2010 by:

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