

FEMA-4438-DR-OK
STATE – LOCAL AGREEMENT



**DISASTER ASSISTANCE AGREEMENT FOR MAJOR
DISASTERS**

Between

STATE OF OKLAHOMA

And

Muskogee County

(Local Applicant)

Entered into this 31 day of July, 2025

E-MAILED

8/25 11:40

Carrie

This agreement between the State of Oklahoma, Governor's Authorized Representative (GAR), Mark Gower, Director, Oklahoma Department of Emergency Management (OEM) and Muskogee County _____ ("Applicant") shall apply to all assistance funds provided through or by the State of Oklahoma to the Applicant based on damages resulting from ^{4438 - Severe Storms, Straight-line Winds, Tornadoes, and Flooding} _____, incident period May 7, 2019 - Jun 9, 2019, pursuant to the Major Disaster Declaration of the President of the United States, dated Jun 1, 2019.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Public Assistance (RPA) 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 (OEM), 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 authenticated delegation of authority 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 OEM.

(Who Can Sign the SLA)

- a. **Corporation:** Chair of the Board of Directors or President
 - b. **City:** Mayor, City Manager, or Town Administrator
 - c. **County:** Chairperson 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 Subgrantee's:** Chief Executive Officer of the entity
2. Copies of this Agreement may be obtained by anyone authorized to access the system through www.ok.emgrants.com.

The Applicant certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant must use disaster assistance funds solely for the purposes as stated in the approved project worksheet (PW) and the agreed upon scope of work approved by the Federal Emergency Management Agency FEMA and the State.
3. The Applicant is aware of and shall be responsible for the cost-sharing requirements of federal and state disaster assistance as stipulated in the President's Major Disaster Declaration, dated June 1, 2019. Specifically, federal assistance is limited to 75% of eligible expenditures, state assistance, if applicable, is limited to 12.5% of eligible costs and the Applicant shall provide, from the Applicants funds, the remaining 12.5% of eligible costs. Generally, State Agencies do not participate in the non-federal share and approved participation in available pilot projects may affect the "Applicant's" non-federal share requirements.
4. DR 4438 includes the Public Assistance Program and 404 and 406 Hazard Mitigation Programs. Additional designations may be made at a later date after further evaluation.
5. The Applicant is aware that limited funding may be made available for mitigation of future disaster damages which requires cost-sharing on the basis of 75% federal and 25% non-federal contribution and that the Applicant may be required to provide the full non-federal contribution for such mitigation activities.
6. 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 CFR part 200.
7. The Applicant is aware all disaster assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by OEM/FEMA grant guidelines.
8. The Applicant shall accurately document the events and expenses incurred in the disaster response and recovery. All of the documentation pertaining to a project shall be filed together with the corresponding PW and maintained by the Applicant as the permanent record of the project. This process must include all backup and corresponding documentation attached to the PW in each file. The applicant must provide a copy of the documentation to the State for review, reconciliation, and archiving.

9. The Applicant's records and supporting documentation relating to claims shall be kept for three (3) years after the completion and final payment of an individual PW and shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management (OEM), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG).
10. The Applicant shall give the appropriate State agencies, as designated by OEM, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.
11. The Applicant shall provide OEM with quarterly project status reports. Also, if the Applicant expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Applicant shall accomplish a "single audit" and submit a copy of that audit 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.
12. The Applicant shall comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations
13. The Applicant shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services regarding contracts for repair or restoration of public facilities which conform to federal law and the standards identified in 2 CFR §§ 200.317-200.326.
12. The Applicant affirms they have not received duplicate benefits from another source for projects related to this disaster. If the Applicant receives duplicate benefits from another source for projects related to this disaster, the Applicant agrees to refund the benefits provided by the State.
14. The Applicant shall comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
15. The Applicant shall comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
16. The Applicant shall not enter into any cost-plus percentage of costs or contingency contract for completion of disaster restoration or repair work.
17. The Applicant shall not enter into contracts, grants, loans or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
18. The Applicant 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.

19. As a condition for receipt of State or Federal funds, the Applicant certifies that it has the legal responsibility for the disaster repair and/or restoration of all facilities for which it is applying for disaster assistance.
20. The Applicant certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the Public Assistance projects for which it has and/or will apply. The Applicant 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.
21. The Applicant agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
22. The Applicant understands and will abide by the following work completion deadlines:

Emergency Work (Category A & B) – Six months from the date of declaration (Dec. 1, 2019)

Permanent Work (Category C – G) – Eighteen months from the date of declaration (Dec. 1, 2020)

Extensions will only be granted solely for conditions or causes which are beyond the Applicant's control.
23. All required documentation in support of the project costs for the closeout will be **submitted within 60 days** following completion of physical work on the project.
24. Time extensions will be granted solely for conditions beyond the Applicant's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the OEM Public Assistance Officer or OEM Recovery/Mitigation Manager or their designee and must be requested by the applicant in writing.
25. The Applicant will contact OEM by emailing public.assistance@oem.ok.gov upon completion of all small projects to request a small project validation. Once completed, this will generate the 12.5% State share payment where applicable.
26. A permanent work pilot program referred to as "428" has been made available for this disaster. In the event any Applicant finds itself owing the State of Oklahoma funding due to participation in this pilot it agrees to repay such funds within thirty days of request for the return of funds.
27. 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 Jun 1, 2019.



25 day of Aug 2025
Chairman _____
Member _____
Member _____
Attest _____ County Clerk

I hereby appoint:

_____ job title _____

and/or

_____ job title _____

to act on behalf of my jurisdiction regarding _____.

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 disasters, may be jeopardized.

Signed: _____
LOCAL SIGNATURE AUTHORITY TITLE

STATE OF OKLAHOMA
COUNTY OF _____

Signed or attested before me on _____ (date), by
_____ name(s) of
person(s).

NOTARY PUBLIC

Notary Public Signature:

Printed Name

My Commission Expires

STATE USE ONLY:

APPROVED on this _____ Day of _____, 20____

Signed: _____
Mark Gower
Governor's Authorized Representative