

## OKLAHOMA WATER RESOURCES BOARD

### REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT AGREEMENT Between the City of Norman, Cleveland County and Oklahoma Water Resources Board

This Agreement, dated as of the date of the last signature herein but to be effective as provided below, by and between the City of Norman, Cleveland County (UEI: FLEJSZ8NQCK4) (hereinafter "Subrecipient"), and the Oklahoma Water Resources Board (hereinafter "the Board"), an agency of the State of Oklahoma and State Administrative Agency of the Federal Emergency Management Agency's (hereinafter "FEMA") Rehabilitation of High Hazard Potential Dams (hereinafter "HHPD") Grant Program.

The Board is a Recipient of a Federal grant award from the FEMA, Federal Award Identification Number EMT-2024-GR-05000 Catalog of Federal Domestic Assistance Number 97.041, National Dam Safety Program. The award was received on September 25, 2024. This agreement is a contract from the Board to Subrecipient of said federal grant funds and is for non-research related activities. No indirect costs are allowed under this award, however, Management & Administration (M&A) costs are available and up to five percent (5%) of expenditures can be used for this purpose if identified as an eligible expense in the approved Scope of Work (Attachment 2). The Period of Performance of this award is from July 15, 2025, to September 24, 2027.

In accepting said grant, the Subrecipient duly acknowledges and agrees that in all regards and respects, Subrecipient must and shall comply with the requirements of all applicable federal and state statutory provisions and all Board rules, regulations, and the HHPD Grant Program applicable policies. Without limiting the generality of the foregoing, Subrecipient agrees as follows:

1. **Description of Approved Project** This grant has been approved by the Board for Subrecipient's project which shall consist of the Summit Lake Rehabilitation Project; the scoping narrative for the project is attached hereto as Attachment 2. The Subrecipient shall provide the services to the Board set forth in the Agreement documents and, specifically, as defined in the Scope of Work and Milestones. All deliverables shall conform to accepted standards and practices.
2. **Determination of Amount of Grant** The amount of this grant shall not exceed sixty-five percent (65%) of the eligible activity costs or the amount of \$747,500.00 whichever is less. Cost share will be required as described in Paragraph 10.
3. **Creation and Maintenance of Separate Accounting** As a prerequisite to receiving grant funds from the Board, the Subrecipient shall establish and maintain, to the satisfaction of the Board staff, separate accounting for said HHPD funds. Prior to the Board's release of any grant funds, Subrecipient shall file a Vendor/Payee form with the State of Oklahoma identifying the method by which funds will be administered, in accordance with 2 CFR 200.305.
4. **Award Compensation** The Board shall release the grant award to the Subrecipient on a cost-reimbursement basis upon receipt and approval of the Subrecipient's programmatic and/or fiscal reports, as required by this Agreement. Matching funds must be reported and expended in proportion to federal fund expenditures. The Board is under no obligation to reimburse work performed prior to the commencement or after the expiration of the contracted time of performance. The Board reserves the right to withhold a minimum of fifteen percent (15%) of the Subrecipient's total grant allocation until the final grant report and all services, reports and deliverables are received and approved by the Board. Acceptance of work completed under this Agreement shall be decided at the sole discretion of the Board and shall be final.
5. **Requests for Reimbursement** To receive reimbursement funding, Subrecipient shall submit to the Board a FEMA Rehabilitation of High Hazard Potential Dams Grant Reimbursement Form (Attachment 4), an expenditure report, including proof of payment, detailing the project activities to be funded, and the total cost of those activities. Once the Board has deemed the proposed activities listed in the reimbursement request are eligible for HHPD Grant Program funding and are within the approved scope of work, the Board shall reimburse up to sixty-five percent (65%) of the total eligible activity cost as defined above in Section 2. Subrecipient shall then

expend funds from the account only as permitted in this Agreement, Board rules, FEMA Guidelines, and all applicable Federal award regulations. The remaining thirty-five percent (35%) of the eligible activity costs shall be considered matching fund expenditures to be paid by Subrecipient. Matching fund expenditures or in-kind contributions must be directly related to the project or statement of work for eligible activities.

6. **Expenditure of Funds in Grant Account only for Authorized Project Purposes** Subrecipient shall disburse or expend funds from the HHPD Grant Account only toward reimbursement of eligible and authorized purposes for the project approved by the Board. Authorized project costs include technical, planning, design, other pre-construction activities, and approved construction activities. The Board shall deny reimbursement of any costs not directly related to the award project or approved Scope of Work (Attachment 2). Any amount of grant funds expended from the HHPD Grant Account for unauthorized purposes shall be repaid by Subrecipient to the Board, together with payment of interest accrued from the date of the expenditure at the maximum rate allowed by law, no later than thirty (30) days after the date of written demand from Board staff.
7. **Subrecipient Reporting** The Board shall report awards in the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). The FFATA requires Recipients to report Subrecipient awards of \$30,000.00 or more in the FSRS by the end of the month, following the month the subaward or obligation was made.

Subrecipient shall maintain proper books, records, and supporting documentation (such as invoices, billing statements, and canceled checks drawn on the HHPD Grant Account) showing to the satisfaction of the Board staff the amounts and purposes of all expenditures from the HHPD Grant Account and shall make the same available for inspection and examination by the Board. Any disbursement of grant funds without adequate supporting documentation shall be deemed to be an unauthorized expenditure of grant funds which the Subrecipient shall repay to the Board with interest as provided above. The subrecipient shall direct to the Board staff any and all questions regarding whether an expenditure is authorized prior to making the expenditure.

The Subrecipient shall provide the Board with quarterly reports and a final report on Performance and Financial Progress, detailing the progress of work set forth in the Agreement documents. Reporting quarters shall be defined by the attached HHPD Quarterly Milestone Workplan Table (Attachment 4b). Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Subrecipient as being true and accurate to the best of the Subrecipient's knowledge, as indicated by their signature on Attachment 4.

Each report, due on the 15<sup>th</sup> day following the close of the quarter, shall contain the following:

1. **A Succinct Narrative** - Describe the progress fulfilling the Scope of Work and activities for each deliverable. Provide a financial narrative with itemized details of expenditures, and
2. **An Updated Quarterly Milestones Workplan Table** Provide target and actual completion dates by quarter for each project activity defined in the Scope of Work. The Quarterly Milestone Workplan Table (Attachment 4b) shall be provided by the Board. Reporting quarters are defined as follows:
  - January-March
  - April-June
  - July-September
  - October-December

The final report, due within thirty (30) days after the Agreement termination date, shall summarize all major project accomplishments and challenges, as well as expenditures and matching contributions during the period after the project began through the completion of all required work. Deliverable in the approved Board Construction Permit and photographs taken before, during, and after project implementation should be included in the final report. The final reimbursement request must be submitted with the final report and the Board will not reimburse any requests received thirty (30) days after the Agreement termination date.

8. **Time Limit to File for Reimbursement; Expiration of Approval** Reimbursements for eligible activities are only applicable for approved activities to be completed after the finalization of this agreement. Any costs incurred prior to this agreement date are not allowable. All reimbursement requests for eligible project activities must be

received by the Board by June 24, 2027. If the project is unable to be completed by June 24, 2027, the Subrecipient shall submit a request for a project extension. If the extension is determined by the Board to be necessary and appropriate, the Board or its staff may permit additional time, but no later than September 24, 2027, to file an acceptable reimbursement request. The approval of this grant shall not extend past September 24, 2027, without prior approval from the grantor (FEMA). If an acceptable reimbursement is not received on or before September 24, 2027, then the approval of this grant shall expire and no grant funds will be released to Subrecipient, unless authorized by the grantor.

9. **Return of unexpended grant funds** Subrecipient shall return to the Board any unexpended grant funds, including any unexpended contingencies funds, within thirty (30) days after completion of the construction of the project or within thirty (30) days from Subrecipient's receipt of all invoices, whichever is later.
10. **Subrecipient Cost Share** Subrecipient will provide documentation to the Board showing the appropriate amount of subrecipient cost share is available for the grant, prior to approval. Subrecipient shall provide match of thirty-five percent (35%) of eligible project costs under this award. To receive the full award amount described in Paragraph 2, the minimum Subrecipient matching funds in the amount of \$402,500.00 are required.
11. **Additional Requirements** Subrecipient may be subject to additional requirements as may be directed by the Board in accordance with the HHPD Grant Program and associated procedures for implementing the program. The Board may require additional documentation or information as needed to meet any of the requirements of the HHPD Grant Program.
12. **Retention of Records** All documents, books, records related to the sub-award must be retained and made available to the federal awarding agency, Department of Homeland Security Office of the Inspector General, Recipient, and state auditors for a minimum period of three years from the date of the Board's final financial report. The final date of records retention will be communicated through a closeout letter from the Board to the Subrecipient.
13. **Regulatory** All Federal funds awarded are subject to the provisions of 2 CFR 200 Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient must and shall comply with the requirements of all applicable federal, state, and local statutory provisions; all Board rules, regulations, and grant program guidance; HHPD Grant Program applicable policies and HHPD Notice of Funding Opportunity provisions and policies.
14. **Hazard Mitigation Plan** All activities relating to the public in the area around the dam will be performed in accordance with the hazard mitigation plan. Subrecipient has been granted use by FEMA of the *Mitigation Plan Extraordinary Circumstances* request to fulfill the Hazard Mitigation Plan (HMP) requirements of this award. The HMP must be approved by FEMA by 05/17/2026.
15. **EHP Requirements** Subrecipient must comply with Federal Environment Planning and Historic Preservation (EHP) regulations and submit to the Board, summary reports/studies conducted as part of this project.
16. **Floodplain Management Plan** Subrecipient must have in place (or develop not later than 2 years after the date of execution of the dam rehabilitation project and implement not later than 2 years after the date of completion of the project) a floodplain management plan to reduce the impacts of future flood events in the area impacted by the project.

#### **Programmatic Terms and Conditions**

17. **Assistance** The Board agrees, upon request of the Subrecipient, to furnish, or otherwise make available to the Subrecipient, copies of existing non-proprietary materials in the possession of the Board that are reasonably associated with this project. This includes materials that are necessary to Subrecipient for completion of its performance under this agreement.
18. **Financial Records Availability** The Subrecipient agrees to retain all books, records and other documents relative to this agreement for three years after final payment. The Board, its authorized agents, and/or state auditors shall

have full access to, and the right to examine any of, said materials during said period.

19. **Food and Refreshments** Not applicable to this award.
20. **Federal Employee Costs** The Subrecipient understands that the funds for this project may not be used to pay for the travel of federal employees, or for other costs associated with federal participation in this project unless the federal agency is performing special technical assistance to the Subrecipient as allowed under the provisions of the Intergovernmental Cooperation Act.
21. **Termination and Breach** Either party may terminate this agreement upon 30 days written notice to the other party. The Board may terminate this Agreement for any reason necessary to support its current policy and financial status, including the need to redirect funds to another program. The Board may also terminate this agreement for failure of Subrecipient to make sufficient progress so as to reasonably ensure completion of the project within the project period. Sufficient progress will be measured by examining the performance required under the scope of work (Attachment 2) and milestones, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

It is understood and agreed between the parties, herein, that the Board shall be bound, hereunder, only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

In the event of breach by the Subrecipient of this Agreement, the Board shall provide written notice to the Subrecipient specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Subrecipient has not substantially corrected the breach within sixty (60) days of receipt of the written notice, the Board shall have the right to terminate the Agreement. The Subrecipient shall not be paid for services rendered nor expenses incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination as are necessary for curtailment of its work under this Agreement.

22. **Indemnification** (Not Applicable)
23. **Labor Concerns** As a condition of award, Subrecipient will certify compliance with 42 U.S.C. § 5196 - U.S. Code - Unannotated Title 42. The Public Health and Welfare § 5196. Detailed functions of administration, Item (j)(9) as a condition of grant acceptance. The applicable section is as follows:
  - a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of any contribution of Federal funds made by the Administrator under this subsection shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with sections 3141 - 3144 , 3146 , and 3147 of Title 40 , and every such employee shall receive compensation at a rate not less than one and one-half times the basic rate of pay of the employee for all hours worked in any workweek in excess of eight hours in any workday or forty (40) hours in the work week, as the case may be. The Administrator shall make no contribution of Federal funds without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this subsection, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (5 U.S.C. App.) and section 3145 of Title 40.
  - b. As a condition of award, Subrecipient will certify compliance with 40 U.S.C. Chapter 11; Selection of Architects and Engineers. The language can be viewed at: <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>
24. **Management Fees** The Subrecipient agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business

expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment 2). Management and Administration (M&A) costs up to five percent (5%) of this subaward is allowable for direct costs of management and administration of this award (i.e. employee salary and fringe costs for preparation and submission of reports, requests for reimbursements, preparation and submission of award closeout reports). M&A costs must be listed in the subrecipient's approved application and budget to be eligible for reimbursement.

## **FEDERAL PUBLIC POLICY REQUIREMENTS**

25. **Whistleblower** Congress has enacted the whistleblower protection statute 41 U.S.C. §4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, Subrecipients, subcontractors, and sub Subrecipients in accordance with this Agreement. All contractors, Subrecipients, sub Subrecipients, and subcontractors for federal grants and contracts are required to:
  1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. §4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
  2. Include this term and condition in any agreement made with a subcontractor or sub Subrecipient. The employees' rights under 41 U.S.C. §4712 shall survive termination of this Contract.
26. **Buy American Act** Subrecipient warrants that the purchase of supplies, equipment, and construction materials for the project with grant funds shall comply to the greatest extent practicable, with the Buy American Act requirement or 43 CFR 12, Subpart E., unless DCR allows an exception specified in 43 CFR 12.710(d) and (e) and 43 CFR 12.715.
27. **Non-Discrimination** In its performance of this Agreement, Subrecipient warrants that it will not discriminate against any employee or applicant for employment on account of race, color, sex, religion, age, disability, or national origin. Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provision of this non-discrimination clause.
 

Subrecipient must comply with Title VI of the Civil Rights Act of 1964 including providing meaningful access to LEP individuals, Section 504 of the Rehabilitation Act of 1973. The Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 if conducting an education program under this award, if applicable, Section 13 of the Federal Water Pollution Control Act Amendments of 1972 and Title IX obligations 40 CFR Part 5.
28. **Smoke-Free Environment** Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan or loan guarantee. Failure to comply with the provisions or the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
29. **Hotel-Motel Fire Safety Act** Pursuant to 15 USC § 2225a, the Subrecipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101 - 391 as amended). Recipients may search the Hotel-Motel National Master list at <https://apps.usfa.fema.gov/hotel/femaIDSearch> to see if a property is in compliance.
30. **Recycled Paper** When directed to provide paper documents the Subrecipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to the Board. This requirement does not apply to reports prepared on forms supplied by the Board.

31. **Resource Conservation and Recovery Act** Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions or higher education hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247. Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the Subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time: fail to meet reasonable performance standards; or are only available at an unreasonable price.
32. **Trafficking Victims Protection Act** To implement the requirements of Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), the Subrecipient must abide by the Prohibition Statement below. The Subrecipient must inform the Board immediately of any information you received from any source alleging a violation of the Prohibition Statement below. FEMA and the associated federal funding agency have the right to unilaterally terminate this Agreement without penalty, if the Subrecipient or an employee is determined to have violated an applicable prohibition in the Prohibition Statement.
  - i. **Prohibition Statement** The Board as the recipient, its employees, sub-recipients under this Agreement, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect; procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Agreement or sub-awards under the Agreement.
33. **Quality Assurance/Quality Control Project Plans (if applicable)** Within 60 days of the effective date of this Agreement and if required in Attachment 4 of this Agreement, the Subrecipient will submit to the Board, for review and approval, a Quality Assurance/Quality Control Project Plan.
34. **Reporting and Tracking Information Management Systems** In accepting these funds, the Subrecipient agrees to the sharing of all deliverable and related information through state and/or federal channels (including Internet use) and, wherever possible, to provide with deliverable in a format that can be made available to other partners and the public, as appropriate.
35. **Electronic and Information Technology Accessibility** Subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology.
36. **Creation of Intellectual Property** In accordance with 2 CFR 200.315, U.S. Department of Homeland Security (DHS) has the right to reproduce, publish, use and authorize others to reproduce publish and use copyrighted works or other data developed under this agreement for Federal purposes. The Board hereby grants to the Subrecipient a license to use any such material for public, non-commercial purposes within the territory of the project. Subrecipient hereby grants to the Board a license to use any such material for public, non-commercial purposes within the territory of the project.
 

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "©", the word "Copyright" or the abbreviation "Copr." (2) the year of first publication, and (3) the name of the copyright owner (the State of Oklahoma). This information shall be followed by the words, "all rights reserved."
37. **Documents** The Subrecipient may retain any reports, studies, photographs, negatives or other documents prepared in the performance of their obligations under this Agreement and not required to be delivered to the Board shall have certain rights to use any such materials as specified above. Where necessary for its enjoyment of its rights and other rights referenced in this Agreement, the Subrecipient shall provide a clear, reproducible copy of such materials (machine readable upon request, if readily available to, the Subrecipient in such form) to the Board.

38. **Disclaimer** For reports or papers produced for public distribution (including the final product), the following sentence must be added to the end of the above credit: *The views expressed herein are those of the author(s) and do not necessarily reflect the views of U.S. Department of Homeland Security (DHS) and the State of Oklahoma.*
39. **Acknowledgements** The role of the Board, U.S. Department of Homeland Security (DHS) and the State of Oklahoma must be clearly stated in all press releases, news articles, requests for proposals, bid solicitations and other documents describing this project, whether funded in whole or in part.

Acknowledgment of financial assistance, with the use of the Board, U.S. Department of Homeland Security (DHS) and City of Norman logos, as appropriate, must be printed on the cover of all reports, studies, web sites, map products, or other products supported by this award or any sub-award. The Subrecipient is responsible for contacting staff in adequate time to obtain the required logos in camera-ready or digital form. Prior to production, the Board's project management staff must approve the final draft. The acknowledgment should read:

*This project was funded wholly or in part by the U.S. Department of Homeland Security (DHS) to support protecting the lives of Americans and their property from the risks associated with dams. The Rehabilitation of High Hazard Potential Dams Grant Program (HHPD), administered in connection with the National Dam Safety Program provides technical, planning, design, and construction assistance in the form of grants to states for non-Federal governmental organizations or nonprofit organizations for rehabilitation of eligible high hazard potential dams. For FY2024, the HHPD Grant Program will provide assistance for technical, planning, design and other pre-construction activities through EMT-2024-GR-05000. The contents of this document/report etc. do not necessarily reflect the views and policies of DHS nor does DHS endorse trade names or recommend the use of commercial products mentioned in this document."*

40. **Assurances** By entering into this Agreement, the Subrecipient certifies that it has the legal authority to apply for federal assistance, and it has the institutional, managerial and financial capability (including funds sufficient to pay for subjects costs until reimbursement or pay for the non-federal share of project costs) to ensure proper planning, management and completion of the project description.
41. **Suspension and debarment** Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
42. **Prohibition on certain telecommunications and video surveillance services or equipment**
- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    1. Procure or obtain,
    2. Extend or renew a contract to procure or obtain; or
      - i. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
      - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or



- controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - c. See Public Law 115–232, section 889 for additional information.
  - d. See also § 200.471.
43. **Appendix II to Part 200 – Contract provision for Non-federal entity contracts under Federal awards**  
 In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - d. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases



- of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
  - g. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
  - j. See § 200.323.
  - k. See § 200.216.
  - l. See § 200.322.

In consideration of Subrecipient's agreement to these terms and conditions, Subrecipient has entered and signed this HHPD Grant Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**OKLAHOMA WATER RESOURCES BOARD**

\_\_\_\_\_  
Thomas Gorman, Vice-Chair

**ATTEST:**

\_\_\_\_\_  
Suzanne Landess, Secretary

**(BOARD SEAL)**

\* \* \* \* \*

**Reviewed by:**

\_\_\_\_\_  
Yohanes Sugeng, Chief  
Engineering and Planning Division

**City of Norman, Cleveland County Oklahoma**

\_\_\_\_\_  
Larry Heikkila, City Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 1**  
**FEDERAL AWARD IDENTIFICATION INFORMATION**

2 C.F.R. §§ 200.332(a)(1)(i)-(xiv)  
Requirements for pass-through entities

Pass-through entity, and contact information for awarding official of the Pass-through entity  
Oklahoma Water Resources Board  
Jay Foote, CFO  
405-530-8800  
[Jay.Foote@owrb.ok.gov](mailto:Jay.Foote@owrb.ok.gov)

- (i) Subrecipient name  
City of Norman
- (ii) Subrecipient's unique entity identifier (UEI)  
FLEJSZ8NQCK4
- (iii) Federal Award Identification Number (FAIN)  
EMT-2024-GR-05000
- (iv) Federal Award Date  
09/25/2024
- (v) Subaward Period of Performance Start and End Date  
9/25/2024 – 9/24/2027
- (vi) Subaward Budget Period Start and End Date  
7/15/2025 – 9/24/2027
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient  
\$747,500.00
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation  
Total Pass-through Federal Funds: \$  
FY 2024 HHPD  
Summit Lake Rehabilitation Project: \$747,500.00
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity  
\$0
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency  
Federal Emergency Management Administration

- (xii) Assistance listings number and title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
  - a. 97.041-National Dam Safety Program DHS-24-[MT]-[041]-[00]-[98]
    - i. \$747,500.00
- (xiii) Identification of whether the award is Research and Development (R&D)
  - R&D is not allowed under this agreement
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414
  - Indirect costs are not allowed under this agreement

## ATTACHMENT 2

Scope of Work  
Summit Lake Rehabilitation Project  
City of Norman  
[Following pages]

### **3. Scoping Narrative, Schedule, and Budget**

#### **Proposed Activity:**

Misty Lake Dam is a 20-foot high, high hazard potential, earthen dam. During a 2015 inspection, uncontrolled seepage was observed from under the dam that had caused extensive soil saturation. To protect the structural integrity of the dam, the lake level has been kept at a minimum of three feet below the top of the emergency spillway until repairs can be completed. This project consists of clearing and grubbing of the project site, construction of a construction entrance, installation of an embankment toe drain to control the seepage through the dam, widening of the downstream toe, raising and regrading of dam face, installation of revetment, revegetation of the dam, and installing sod on all disturbed areas.

#### **Activity Duration:**

Request for Bids and Contract Award : 90 Days  
Construction: 150 Days  
Total: 240 Days

#### **Estimated Budget:**

Administrative and Legal Expenses	\$79,318
Land, Structure, RoW, Appraisals, Etc.	\$ -
Relocation Expenses and Payments	\$ -
Architectural and Engineering Fees	\$85,000
Other Architectural and Engineering Fees	\$30,000
Project Inspection Fees	\$ -
Site Work	\$661,675
Demolition and Removal	\$29,795
Construction	\$137,792
Equipment	\$ -
Miscellaneous	\$47,213
<b>Total</b>	<b>\$1,070,793</b>

## ATTACHMENT 3

OWRB BOARD RESOLUTION APPROVING  
REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT APPLICATION  
[Following pages]

**PLEASE RETAIN THE FOLLOWING  
BOARD ORDER FOR YOUR RECORDS**



**A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD  
AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY PROGRAM TO  
REHABILITATE HIGH HAZARD POTENTIAL DAMS**

**WHEREAS,** the United States Department of Homeland Security, Federal Emergency Management Agency ("FEMA") has implemented the Rehabilitation of High Hazard Potential Dams (HHPD) program to provide grant funds to reduce or eliminate the risk of dams of highest consequence and increase understanding and management of risks posed by eligible dams.

**WHEREAS,** FEMA has solicited proposals for cost-shared financial assistance from States, Indian Tribes, and nonprofit dam owners for projects to develop.

**WHEREAS,** the Oklahoma Water Resources Board ("Agency") has identified itself as an eligible applicant under FEMA's HHPD Grant Program, Funding Opportunity Number: DHS-24-[MT]-[041]-[00]-[98].

**WHEREAS,** the Agency is pursuing grant funding assistance under the HHPD grant program to provide technical, planning, design, pre-construction, and construction activities related to the repair, removal, or rehabilitation of eligible high hazard dams. The amount of the grant award is formula based and is calculated using the nationwide number of eligible dams and the number of states that have applied for the grant.

**NOW, THEREFORE,** be it resolved by the Board as follows:

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the HHPD program, and on that basis, supports the staff submittal of the grant proposal to FEMA.
2. The Agency is acting as a pass-through entity and will work with eligible subrecipients to meet the minimum 35-percent cost share required to obtain grant funding under the HHPD Grant Program.
3. Pursuant to state policy, the Agency has sought approval from the Office of the Secretary of Energy and Environment to pursue this funding opportunity.
4. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA's HHPD Grant Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.
5. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the HHPD Grant Program, including

working with FEMA to meet established deadlines for entering into a cooperative financial assistance agreement.

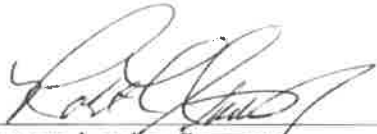
PASSED AND ADOPTED by the Oklahoma Water Resources Board on the 20<sup>th</sup> day of February, 2024:



Jennifer Castillo, Chairman

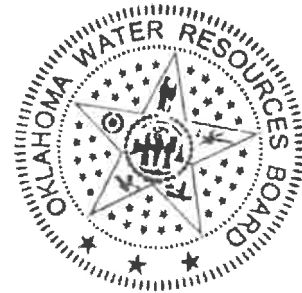
Tom Gorman, Acting Chairman

ATTEST:



Suzanne Landes, Secretary

Robert L. Stallings, Acting Secretary



## ATTACHMENT 4

### Reporting Guidelines & Forms

[Following pages]

# FEMA REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT REIMBURSEMENT FORM

OUTLAY REPORT AND REQUEST FOR GRANT PROCEEDS FOR HHPD FUNDING		1. DISBURSEMENT REQUEST NO.  1		PAGE 1 OF 1	
2. GRANT NUMBER: EMW-xxxx-xx-xxxxx		5. PERIOD OF PERFORMANCE			
3. PROJECT NUMBER: 075228 xx		FROM: (mm/dd/yyyy)		TO: (mm/dd/yyyy)	
4. PO NUMBER: xxxxxxxxxxxx		8. PERIOD COVERED BY THIS REPORT:			
6. EMPLOYEE IDENTIFICATION NUMBER: XX-XXXXXX		7. RECIPIENT ACCOUNT OR OTHER ID NUMBER: ABA #xxxxxxx CHECKING #xxxxxx		FROM: (mm/dd/yyyy) TO: (mm/dd/yyyy)	
9. RECIPIENT ORGANIZATION Name:  No. and Street: street City/State/Zip: city zip		10. PAYEE (if different than No. 9) Name: name placeholder No. and Street: street placeholder City/State/Zip: city placeholder			
11. STATUS OF FUNDS					
PROJECT TRACKING					
PROJECT CONTRACTS	TOTAL BUDGET	PREVIOUS AMOUNT	CONTRACTOR INVOICE	CUMULATIVE TOTAL	
a. Engineering Contract 1	\$ -	\$ -	\$ -	\$ -	
b. Engineering Contract 2	\$ -	\$ -	\$ -	\$ -	
c.	\$ -	\$ -	\$ -	\$ -	
d.	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	
FUNDING TRACKING					
ALLOCATION OF FUNDS	TOTAL ALLOCATION	PREVIOUS AMOUNT	REIMBURSEMENT INVOICE	REMAINING ALLOCATION	
a. Maximum Grant Funds	\$ -	\$ -	\$ -	\$ -	
b. Local Funds	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	
HHPD DISBURSEMENT			\$0.00		
12. SUMMARY OF INVOICE ACTIVITIES					
13. CERTIFICATION					
I certify that to the best of my knowledge and belief, the billed cost or disbursement represents the amount due which has not been previously requested, and that all invoiced activities are considered eligible under the FEMA HHPD requirements.	a. Recipient	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE REPORT SUBMITTED	
		TYPED/PRINTED NAME AND TITLE X, XXXXXXX		TELEPHONE NO.	
	b. Representative Certifying to line 9.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE REPORT SUBMITTED	
		TYPED/PRINTED NAME AND TITLE Y, YYYYYY		TELEPHONE NO.	

FY24 HHPD Quarterly Milestone Workplan		State Agency: OK Water Resources Board											
Person completing this worksheet:		HHPD Project POC: Natalie Orbesen											
Date completed:		Approval: EMT 302A-BN-05-005											
		Period of Performance: 9/25/2024-9/24/2027											
		Quarterly or Subquarterly											
		Q1		Q2		Q3		Q4		Q1		Q2	
Instructions: Column C is the list of FEMA approved activities and deliverables in your workplan. Report and validate actual % completed in ACTUALS columns.		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3		Q4		Q1		Q2		Q3		Q4	
		Q1		Q2		Q3		Q4		Q1		Q2	
		Q3											