



THE OFFICE OF ATTORNEY GENERAL
2023 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement is made between the Office of the Attorney General (“OAG”) and the **Norman Police Department** (“Recipient”) (hereinafter collectively referred to as the “Parties”). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. **AMOUNT AND PURPOSE OF FUNDS**

- a. OAG is providing **\$59,464.00** to Recipient. The terms of use for the funds are more fully described in Appendix A.

2. **AVAILABILITY OF FUNDS**

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. We may terminate our obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. **TERM OF CONTRACT**

- a. **The term of the contract begins the date that funds are received by the Recipient.**
- b. The term of this contract shall expire twelve (12) months from the date of a receipt of funds unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting.

- c. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**
- b. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing

under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.

- c. Funds made available to Recipient under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

- a. Recipient acknowledges that the grant funds used to pay overtime are to pay for time worked and not to be used to pay the associated benefits an employee is entitled to in addition to payment for overtime hours worked.
- b. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- c. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. CERTIFICATIONS BY RECIPIENT

Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

10. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

- a. The Parties certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.

- b. Recipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a Quarterly Report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under item i. above;
 - iii. The remaining balance of the funds provided under this contract;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
 - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.

- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. DISPUTE RESOLUTION, INTERPRETATION, REMEDIES, VENUE, AND CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This contract shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
 - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. ENTIRE AGREEMENT

This Agreement, together with Appendix A, constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

19. HEADINGS

Titles of parts or sections of this Agreement are inserted for convenience only and shall be disregarded in construing or interpreting the provisions of the Agreement.

20. SEVERABILITY

If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

21. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

22. POINT OF CONTACT

Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Sarah Gass
Title: Victim Witness Coordinator
Phone Number: (405) 522-3412
Email: sarah.gass@oag.ok.gov

Secondary Contact Name: Dane Towery
Title: Deputy Attorney General
Phone Number: 405-522-8965
Email: dane.towery@oag.ok.gov

Agreed to the _____ day of _____, 2022.

X _____
Larry Heikkila, Mayor, Norman

X _____
Eric Lehenbauer, Captain, Norman Police Department

X _____
Lori S. Carter
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

The Recipient is required to complete a budget outline for the funds awarded under the terms of this contract and attach as Appendix A.

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

- **\$59,464.00** to purchase a 3D crime scene scanner with associated software and necessary peripheral hardware that will process large indoor/outdoor violent crime scenes.