



THE OFFICE OF ATTORNEY GENERAL
2020 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement is made between the Office of Attorney General (OAG) and the City of Broken Arrow (Recipient). 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 \$30,000.00 to Recipient for the use of overtime funds to target violent crime. 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 this contract shall expire twelve (12) months from **the date of 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.
- b. 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. 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.**
- b. 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 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.
- b. 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

- a. 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

- a. 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. OAG and Recipient 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

- a. 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

- a. 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 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. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. This contract shall be construed and interpreted pursuant to Oklahoma law.
- b. 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. SEVERABILITY

- a. 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.

19. POINT OF CONTACT

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

Primary Contact Name: Marie Schuble
Title: Assistant Attorney General
Phone Number: (405) 522-2887
Email: marie.schuble@oag.ok.gov

Secondary Contact Name: Lori Carter
Title: Director of Legislative Affairs
Phone Number: (405) 522-4744
Email: lori.carter@oag.ok.gov

Agreed to the _____ day of _____, 2019.

X Brandon Berryhill

Brandon Berryhill
Police Chief, Broken Arrow Police Department

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

X _____

Michael L. Spurgeon
City Manager, City of Broken Arrow

X _____

Dawn Cash
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

City of Broken Arrow Police Department

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.

Funds awarded: \$30,000.00

Purpose: Overtime to target violent crime

(Please attached an itemized budget as described above)

SAFE OKLAHOMA GRANT PROGRAM

The City of Broken Arrow has received a total allocation of \$30,000.00 for an anti-violent crime police and code enforcement program. This year's grant funding will pay for overtime for police officers, a designated code enforcement employee, and a designated fire marshal. The funds will allow our city to enhance its efforts to combat violent crime by using proactive patrols, hot spot policing, and code enforcement practices in our known high crime areas. This award will fund the program through June 2020.

Operation Safe Streets

Within 90 days of grant acceptance, officers will begin working in the established target areas. Last year, we utilized Safe Oklahoma Grant Program funds to run "Operation Safe Streets" in an attempt to decrease the crime in the areas where we have violent crime activities occur repeatedly. Our intent is to continue these enforcement activities in these areas, as well as to add areas where we have seen a high volume of violent criminal activity. The hot spot locations where we intend to run our saturation patrols include the hotel corridor area of 51st to 71st between Aspen & County Line, while adding the Rose District, the Hillside corridor, the 71st & Garnett area, and the 121st & Elm Pl. area. All of these locations include hotels, large shopping areas, and multiple apartment complexes, and have easy access to State Highway 51 and State Highway 364, which both connect our city to Tulsa.

The operation shift hours will be staggered based on community interaction levels and participation rates by officers. Police officers, a designated fire marshal, and a code enforcement officer will work in hot spot areas. Each overtime shift will include several patrol officers—some in marked units, some in unmarked units—and a supervisor. It is our goal to reduce violent crime by making our presence known through saturation patrol operations. We will keep activity sheets to monitor the activities of each officer as well as provide overtime sheets as documentation of time worked. It is our goal to have a minimum of two contacts per hour per officer, with operations running about five hours each.

Within 45 days of the grant acceptance, a meeting will be held with establishment owners and stakeholders. The meeting will be held in order to advise the business owners and proprietors on the current problem areas and on our plan to counteract the issues we are having. Community cooperation and interaction is an important part of our strategic plan.

A description of the cost for the overtime officer, code enforcement, and fire marshal program is listed below. The cost of the officers, code enforcement officials, and fire marshals will be recorded and tracked by the City's human resources management system. Payroll tracking will include the use of an overtime code which will be established for the exclusive use of the program.

Salary & Wages (based on average rate as of January 2019)

Operation Safe Streets Overtime Program

We will utilize approximately 500 total overtime hours at an average pay of \$60.00 an hour for this operation. We will not exceed the total of \$30,000.00 during this overtime program.

Budget Narrative

Proposed Budget

Overtime	<u>\$30,000.00</u>
Total	<u>\$30,000.00</u>

We intend to use Safe Oklahoma Grant Program funds in the following program areas:

- (1) Personnel/Overtime – Due to budget constraints, we have very limited use of overtime to address problem areas. We propose to use funding for overtime to implement Operation Safe Streets to combat violent crime.

Overtime	<u>\$ 30,000.00</u>
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**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: **OFFICE OF THE ATTORNEY GENERAL**

Agency Number: **049**

Solicitation or Purchase Order #: **N/A**

Supplier Legal Name: **City of Broken Arrow**

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has 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, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Michael Spurgeon
Printed Name

City Manager
Title

(918) 259-8419
Phone Number

mspurgeon@brokenarrowok.gov
Email

(918) 259-8226
Fax Number



Supplier Contract Certification

Solicitation or Purchase Order #: N/A

Supplier name: City of Broken Arrow

Address: PO Box 610

City: Broken Arrow

State: OK

Zip Code: 74013

Email address: mspurgeon@brokenarrowok.gov

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Supplier Authorized Representative Signature

Date

Michael Spurgeon

City Manager

Supplier Authorized Representative Printed Name

Title