



THE OFFICE OF ATTORNEY GENERAL
2024 SHERIFF'S OFFICE FUNDING GRANT PROGRAM AGREEMENT

This agreement is made between the Office of the Attorney General ("OAG") and **Muskogee County on behalf of the Sheriff's Office** ("Recipient") (hereinafter collectively referred to as the "Parties"). OAG agrees to provide funding to Recipient for the project or projects (the "Project(s)") described in Appendix A and in accordance with the terms and conditions provided in this Agreement. Recipient agrees to carry out the Project(s) detailed in Appendix A timely and in good faith and to abide by all terms and conditions of this Agreement.

1. **AMOUNT AND PURPOSE OF FUNDS**

- a. OAG is providing **\$300,000.00** to Recipient in the form of the Grant for its use to fund the Project(s) described in Appendix A.

2. **AVAILABILITY OF FUNDS**

- a. Payment pursuant to this Agreement is to be made only from monies appropriated to the OAG by the Oklahoma Legislature for the Sheriff's Office Funding Assistance Grant Program established in Title 74, Section 20k-1A 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 Agreement if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.
- b. Recipient shall maintain Grant Funds in a separate cash fund titled Sheriff's Funding Assistance Grant (Fund #1574 for counties subject to SAI prescribed Chart of Accounts) and shall not commingle the funds with any other of Recipient's Funds.

3. **TERM OF AGREEMENT**

- a. This Agreement is effective upon the date last signed by the parties (the "Effective Date") and shall automatically expire one year from the Effective Date, unless mutually extended and ratified by the Parties in writing (the "Term"). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.

- b. If the funds are not fully spent by the June 30, 2026, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. AMENDMENT

- a. This Agreement 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 Agreement must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this Agreement must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this Agreement, the OAG will provide funding for the Project(s) up to the amount established in Title 74, Section 20k-1A of Oklahoma Statutes. **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 Agreement and Appendix A, and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontractor of the Recipient incur an obligation on the part of OAG. Recipient is prohibited from subcontracting any Project(s) or use of funds provided under the terms of this Agreement.
- c. Recipient shall commence implementation of the Project(s) within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by OAG.
- d. During and following the Term, Recipient agrees to cooperate with, and provide information to, OAG, the State Auditor and Inspector, and any third-party evaluator for the purposes of compliance, reviews, and tracking results of the Sheriff's Office Funding Grant Program.

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- 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 Agreement. These funds are distributed to Recipient who shall

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

- 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.
- d. Funds cannot be used to pay salary. Funds may be used to pay one-time stipends if proposed and approved in Appendix A.

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.

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- c. No person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.

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 - i. A detailed itemization of the funds spent during the six (6) 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 Agreement;
- b. The first report shall be due January 31, 2025.

Reporting Period	Report due
First Period (January 1 – June 30)	July 31
Second Period (July 1 – December 31)	January 31

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this Grant for seven

(7) years after final payment. Recipient shall make these records available to OAG upon request. All records must properly account for all project funds and activities associated with the Grant.

- e. 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 Agreement for a period of seven (7) years from the ending date of this Agreement. 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 seven (7) 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 seven (7) year period, whichever is later.
- f. Recipient shall provide any status updates during the term of this Agreement to OAG upon request.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this Agreement complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.
- b. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of guidance issued by the OAG and State Auditor and Inspector regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto.
- c. Non-Discrimination

By submitting their proposals, Recipient certifies to OAG that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- d. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- e. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- f. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
 - ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
 - iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.
- g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

- h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government

from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

- i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.
- k. Additional certifications by Recipient
 - i. Certification Required by 74 O.S. § 582. By executing this Agreement, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Agreement.
 - ii. Certification Required by 74 O.S. § 85.42(B). The parties to this Agreement certify that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.

- l. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

15. CLOSING OUT OF AGREEMENT

- a. Recipient shall promptly return to OAG any funds received under this Agreement that are not expended for the Project(s) described in the Appendix A. Funds must be expended by June 30, 2026. Funds not expended in accordance with this Agreement must be returned no later than 60 days after demand by the OAG.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to OAG.

- c. Recipient agrees to provide any additional information required by OAG after the expiration of this Agreement 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 Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This Agreement 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 Agreement within 60 days or as otherwise agreed in writing.
 - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.
 - 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 Agreement.
- 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 Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement 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. CONSTRUCTION

This Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party.



OKLAHOMA

Office of the State Auditor & Inspector

Cindy Byrd, CPA | State Auditor & Inspector

2300 N. Lincoln Blvd., Room 123, Oklahoma City, OK 73105 | 405.521.3495 | www.sai.ok.gov

Bulletin: 2024-01
Date: September 23, 2024
To: All county elected officials
Regarding: State Grants:

- County Community Safety Investment (state question 781)
- Sheriff's Office Funding Assistance Grant

The Oklahoma State Auditor and Inspector (SAI) is charged with the responsibility of prescribing a uniform system of bookkeeping for the use of all counties as set forth in 74 O.S. § 214. Under this authority, we have prescribed the accounting procedures below regarding new state grants that are available to counties.

County Community Safety Investment Funds (also referred to as state question 781 funds) are available to counties through an RFP/application process submitted to the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS). State Question 781 was approved by voters in 2016 to reclassify certain crimes and reduce incarceration rates. The savings from decreased incarcerations are to be used for treatment and diversion programs. The amount of savings is calculated by the Legislative Office of Fiscal Transparency and appropriated by the legislature. Counties (or groups of counties) may apply for these funds via an application to ODMHSAS approved in an open meeting of the board of county commissioners. Once the application is approved ODMHSAS releases the funds to the county. The prescribed procedure by SAI is as follows:

- Deposit the funds into a special cash fund titled **County Community Safety Investment Fund**.
 - **Fund#1253** for counties subject to the SAI prescribed Chart of Accounts.
- If two or more counties apply as a group, they shall have a memorandum of understanding indicating the primary county which will receive the funds.
 - The primary county will deposit the grant into the special cash fund but must track each county's portion separately.
 - For counties utilizing the SAI Chart of Accounts this may be accomplished by utilizing special expenditure codes. See the current Chart of Accounts document on our website for details: <https://www.sai.ok.gov/forms-pubs/>
 - Other counties will simply utilize sub-accounts within the fund to account for each county's portion separately.
- Detailed records must be kept for appropriate quarterly reporting to ODMHSAS.
- This grant will be subject to audit by SAI the same as all other county funds.

Counties may enter into contracts with other entities for the administration of the grant or appoint a county employee or department to administer the grant. Expenditures from the grant fund shall only be made upon receipt of the goods/services supported by receiving documentation and a properly itemized invoice. Itemized invoices will be necessary for proper reporting to ODMHSAS.

Sheriff's Office Funding Assistance Grant made available to counties via House Bill 2914.

- The board of county commissioners as the governing body may apply for the grant through the Office of the Attorney General.
- The grant shall be deposited into a separate cash fund titled **Sheriff's Funding Assistance Grant**.
 - **Fund number 1574** for counties subject to SAI prescribed Chart of Accounts.
- Expenditures are restricted for lawful operation of the sheriff's office excluding salaries.
- **Stipends may be paid to sheriff's office employees.**
 - Oklahoma Constitution article 23 § 10 prevents the Sheriff from being eligible for the stipend.
 - Stipends are not considered part of the employee's salary for the purposes of the salary limitation in 19 O.S. § 180.65 which limits an employee's salary to that of the elected official.
 - Stipends are considered income for retirement purposes.
 - Stipends are subject to income tax withholdings.
- The grant must be expended by June 30, 2026 or returned to the granting agency.
 - *Caution: Sheriffs that will not succeed themselves in office are limited to 50% of the funds allocated for said office as per 19 O.S. § 347(C) during the last six months of the term. Accordingly, 50% of this grant should remain unexpended as of December 31, 2024 unless written permission to exceed this limit is obtained by the excise board.*
- Grantee must complete and submit semi-annual financial reports to the Office of Attorney General.
- This grant will be subject to audit by SAI the same as all other county funds.

More information on this grant and other funding opportunities may be found on the Oklahoma Attorney General's website: <https://oklahoma.gov/oag/resources/grants.html>.

Sincerely,



Cheryl Wilson
County Management Services
State Auditor and Inspector
cwilson@sai.ok.gov 405-521-3449

23. POINT OF CONTACT

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

Primary Contact Name: Kristi Ice
Title: Deputy General Counsel
Phone Number: (405) 522-1214
Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Stephanie Lowery
Title: Grants Administrator
Phone Number: 405-522-2617
Email: Stephanie.lowery@oag.ok.gov

IN WITNESS WHEREOF, the Parties have read and understand the foregoing terms of this Agreement and do by their signatures below hereby agree to its terms.

OAG:

Signature
Amie Ely

Printed Name

Date

First Assistant

Title

COUNTY:

Signature
Ken Duke

Printed Name

Date

SHERIFF'S OFFICE:

Signature

Printed Name

Date

30th day of Sept 20 24
Chairman _____
Member _____
Member _____
Attest _____
County Clerk



APPENDIX A – Project(s) to be Funded.

Please attach page 6 of the Grant Application

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



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- b. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of guidance issued by the OAG and State Auditor and Inspector regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto.
- c. Non-Discrimination

By submitting their proposals, Recipient certifies to OAG that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- d. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- e. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- f. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
- iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government

from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

- i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.
- k. Additional certifications by Recipient
 - i. Certification Required by 74 O.S. § 582. By executing this Agreement, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Agreement.
 - ii. Certification Required by 74 O.S. § 85.42(B). The parties to this Agreement certify that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.

l. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

15. CLOSING OUT OF AGREEMENT

- a. Recipient shall promptly return to OAG any funds received under this Agreement that are not expended for the Project(s) described in the Appendix A. Funds must be expended by June 30, 2026. Funds not expended in accordance with this Agreement must be returned no later than 60 days after demand by the OAG.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to OAG.

- c. Recipient agrees to provide any additional information required by OAG after the expiration of this Agreement 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 Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This Agreement 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 Agreement within 60 days or as otherwise agreed in writing.
 - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.
 - 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 Agreement.
- 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 Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement 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. CONSTRUCTION

This Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party.



OKLAHOMA

Office of the State Auditor & Inspector

Cindy Byrd, CPA | State Auditor & Inspector

2300 N. Lincoln Blvd., Room 123, Oklahoma City, OK 73105 | 405.521.3495 | www.sai.ok.gov

Bulletin: 2024-01
Date: September 23, 2024
To: All county elected officials
Regarding: State Grants:

- County Community Safety Investment (state question 781)
- Sheriff's Office Funding Assistance Grant

The Oklahoma State Auditor and Inspector (SAI) is charged with the responsibility of prescribing a uniform system of bookkeeping for the use of all counties as set forth in 74 O.S. § 214. Under this authority, we have prescribed the accounting procedures below regarding new state grants that are available to counties.

County Community Safety Investment Funds (also referred to as state question 781 funds) are available to counties through an RFP/application process submitted to the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS). State Question 781 was approved by voters in 2016 to reclassify certain crimes and reduce incarceration rates. The savings from decreased incarcerations are to be used for treatment and diversion programs. The amount of savings is calculated by the Legislative Office of Fiscal Transparency and appropriated by the legislature. Counties (or groups of counties) may apply for these funds via an application to ODMHSAS approved in an open meeting of the board of county commissioners. Once the application is approved ODMHSAS releases the funds to the county. The prescribed procedure by SAI is as follows:

- Deposit the funds into a special cash fund titled **County Community Safety Investment Fund**.
 - **Fund#1253** for counties subject to the SAI prescribed Chart of Accounts.
- If two or more counties apply as a group, they shall have a memorandum of understanding indicating the primary county which will receive the funds.
 - The primary county will deposit the grant into the special cash fund but must track each county's portion separately.
 - For counties utilizing the SAI Chart of Accounts this may be accomplished by utilizing special expenditure codes. See the current Chart of Accounts document on our website for details: <https://www.sai.ok.gov/forms-pubs/>
 - Other counties will simply utilize sub-accounts within the fund to account for each county's portion separately.
- Detailed records must be kept for appropriate quarterly reporting to ODMHSAS.
- This grant will be subject to audit by SAI the same as all other county funds.

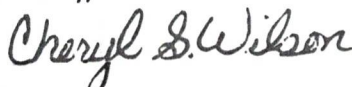
Counties may enter into contracts with other entities for the administration of the grant or appoint a county employee or department to administer the grant. Expenditures from the grant fund shall only be made upon receipt of the goods/services supported by receiving documentation and a properly itemized invoice. Itemized invoices will be necessary for proper reporting to ODMHSAS.

Sheriff's Office Funding Assistance Grant made available to counties via House Bill 2914.

- The board of county commissioners as the governing body may apply for the grant through the Office of the Attorney General.
- The grant shall be deposited into a separate cash fund titled **Sheriff's Funding Assistance Grant**.
 - **Fund number 1574** for counties subject to SAI prescribed Chart of Accounts.
- Expenditures are restricted for lawful operation of the sheriff's office excluding salaries.
- **Stipends may be paid to sheriff's office employees.**
 - Oklahoma Constitution article 23 § 10 prevents the Sheriff from being eligible for the stipend.
 - Stipends are not considered part of the employee's salary for the purposes of the salary limitation in 19 O.S. § 180.65 which limits an employee's salary to that of the elected official.
 - Stipends are considered income for retirement purposes.
 - Stipends are subject to income tax withholdings.
- The grant must be expended by June 30, 2026 or returned to the granting agency.
 - **Caution:** *Sheriffs that will not succeed themselves in office are limited to 50% of the funds allocated for said office as per 19 O.S. § 347(C) during the last six months of the term. Accordingly, 50% of this grant should remain unexpended as of December 31, 2024 unless written permission to exceed this limit is obtained by the excise board.*
- Grantee must complete and submit semi-annual financial reports to the Office of Attorney General.
- This grant will be subject to audit by SAI the same as all other county funds.

More information on this grant and other funding opportunities may be found on the Oklahoma Attorney General's website: <https://oklahoma.gov/oag/resources/grants.html>.

Sincerely,



Cheryl Wilson
County Management Services
State Auditor and Inspector
cwilson@sai.ok.gov 405-521-3449

23. POINT OF CONTACT

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

Primary Contact Name: Kristi Ice
Title: Deputy General Counsel
Phone Number: (405) 522-1214
Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Stephanie Lowery
Title: Grants Administrator
Phone Number: 405-522-2617
Email: Stephanie.lowery@oag.ok.gov

IN WITNESS WHEREOF, the Parties have read and understand the foregoing terms of this Agreement and do by their signatures below hereby agree to its terms.

OAG:

Signature
Amie Ely

Printed Name

Date
First Assistant

Title

COUNTY:

Signature
Ken Duke

Printed Name

Date

SHERIFF'S OFFICE:

Signature
ANDY SIMMONS

Printed Name

10/1/24

Date

30th day of Sept 20 24



Chairman _____
Member _____
Member _____
Attest _____
County Clerk

APPENDIX A – Project(s) to be Funded.

Please attach page 6 of the Grant Application

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