



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, June 02, 2026 at 5:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please call 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

AGENDA ITEMS

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-178: A MUTUAL AID AGREEMENT BETWEEN KANSAS CITY, MISSOURI BOARD OF POLICE COMMISSIONERS AND THE CITY OF NORMAN, OKLAHOMA PROVIDING FOR MUTUAL AID AND ASSISTANCE RELATED TO THE 2026 FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA) WORLD CUP EVENTS IN KANSAS CITY, MISSOURI.
2. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-179: A MUTUAL AID PAYMENT AGREEMENT BETWEEN KC2026, A MISSOURI NON-PROFIT CORPORATION, AND THE CITY OF NORMAN, OKLAHOMA PROVIDING FOR PAYMENT FOR MUTUAL AID AND ASSISTANCE.
3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 17 OF CONTRACT K-2223-176, TO EVALUATE THE CITY ATTORNEY AS REQUIRED BY SECTION 18 OF CONTRACT K-2425-78; AND DISCUSS THE EMPLOYMENT OF THE INTERNAL AUDITOR.

ADJOURNMENT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/02/2026

REQUESTER: Kansas City Police Department

PRESENTER: Captain Carl Pendleton, Norman Police Department

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-178: A MUTUAL AID AGREEMENT BETWEEN KANSAS CITY, MISSOURI BOARD OF POLICE COMMISSIONERS AND THE CITY OF NORMAN, OKLAHOMA PROVIDING FOR MUTUAL AID AND ASSISTANCE RELATED TO THE 2026 FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA) WORLD CUP EVENTS IN KANSAS CITY, MISSOURI.

BACKGROUND:

The FIFA World Cup is an international soccer competition held every four years among senior men's national teams of members of the Federation Internationale de Football Association ("FIFA"). The 2026 competition is being hosted by three countries (United States, Mexico, and Canada) among 11 host cities, including Kansas City, Missouri. The 2026 competition begins June 11, 2026 and ends July 19, 2026. Forty-eight teams will be traveling to the host cities for their competitions. The last time the FIFA World Cup was hosted by the United States was in 1994. Because of the large crowds from all over the world anticipated to attend the matches, each participating city is working with law enforcement partners in the region to work the events and provide valuable mutual aid. To ensure adequate security for the event, federal grants administered by the Department of Homeland Security and FEMA in the total amount of \$625 million were provided to host cities in the United States. This grant funding ensures that law enforcement agencies from assisting communities will be reimbursed for their expenses.

Cities from the Oklahoma City region are interested in participating in this event because of the valuable information they can learn from Kansas City and from the event operations in preparation for the 2028 Olympic events that will be hosted in Oklahoma City. Norman Police Department leadership has identified key personnel to provide mutual aid for the FIFA World Cup.

DISCUSSION:

Contract K-2526-178 provides for Norman officers to provide mutual aid. Once in Kansas City, they will be under the direction and authority of the local on-scene commanding law enforcement officer. When responding to requests for aid, Norman officers are required to follow the law as if they are providing service in Norman. The City will be responsible for all claims, damages and

losses sustained by Norman officers. The City is not liable for any other action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of the mutual aid requested or provided.

Officers providing mutual aid are anticipated to be assigned to the stadium to provide security in and around the stadium on match days or the FIFA Fan Festival. Housing at a local college and university dormitories will be provided and meals will also be provided during shifts worked. Contract K-2526-179 provides for reimbursement at a rate of \$150 an hour per person, per hour worked, not to exceed \$35,000. The City will have to submit for reimbursement in accordance with the applicable grant requirements. Norman Police leadership has attended training and received documentation to assist with the reimbursement process. Because reimbursement is through a federal grant, standard federal contract language for receipt of federal funding applies.

City staff has established a specific project (Number GP0051) to track costs and reimbursement, when received, will be recorded into the Special Grants Fund (Homeland Security Grant Revenue – Account No. 226-333352).

RECOMMENDATION:

Staff recommends approval of Contract K-2526-178 and K-2526-179.

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is agreed upon by the Public Safety Agencies (each an "Agency," collectively the "Agencies") signing this Agreement, and is effective on the date of last signature. The parties agree as follows:

SECTION 1. Mutual Aid.

This Agreement for "Mutual Aid and Assistance" is executed pursuant Missouri Revised Statutes sections 44.087, 44.090, 44.091, and 70.837, but it is not meant to limit or restrict any other law enforcement authority.

SECTION 2. Purpose of Agreement.

It is recognized that in certain situations there is a public safety need beyond the capability of the local governing authority that requires the use of public safety agencies to perform duties outside of the territorial limits of the jurisdiction where such personnel are legally employed in order to preserve and protect the health, safety and welfare of the public and, due to circumstances or events there are critical incidents that could result in serious physical injury or loss of life. As such, the executive officer of any political subdivision or public safety agency may request mutual-aid from other public or private agencies within and without the state for reciprocal emergency aid. The purpose of this Agreement is to meet the additional public safety needs caused by the upcoming 2026 Fédération Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026.

SECTION 3. Authorization.

Upon the request of the requesting agency, the responding agency agrees to provide mutual aid services in response to critical incidents or an emergency situation.

SECTION 4. Definition of Terms.

The following terms shall have the following meanings when used in this Agreement:

- a. "Critical Incident" means an incident that could result in serious physical injury or loss of life.
- b. "Emergency Situation" means any fire, earthquake, flood, tornado, hazardous material incident, terrorist incident, or other such man-made or natural emergency

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disaster or public safety need. A public safety need includes any event or incident necessitating mutual-aid assistance from another public safety agency.

- c. "Executive Officer" means the chief executive officer or acting chief executive officer of any political subdivision or public safety agency.
- d. "Law Enforcement Officer" or "Public Safety Personnel" means any public servant certified with both the power and duty to make arrests for violations of any state, county or municipal criminal law violations in accordance with the respective officer's state laws.
- e. "Political Subdivision" means any agency or unit of a state empowered by law to maintain a law enforcement agency.
- f. "Public Safety Agency" means law enforcement agencies, emergency medical service organizations, emergency management officials, infrastructure departments, public works agencies, fire service organizations, or other specialized emergency response teams with personnel with special skills or training needed to provide services during an emergency, public safety need or disaster, declared or undeclared.
- g. "Responding Agency" means the Norman Police Department of the City of Norman, Oklahoma, as an authorized signatory hereto called upon to provide mutual aid to the Requesting Agency.
- h. "Requesting Agency" means the Board of Police Commissioners of Kansas City, Missouri, as governing body of the Kansas City, Missouri Police Department, as an authorized signatory hereto.

SECTION 5. Power and Authority.

a. The Responding Agency does hereby authorize and direct its Executive Officer to render mutual police aid to the extent of available personnel and equipment not otherwise required for adequate protection of the agency rendering aid. The judgment of the Executive Officer of the Responding Agency rendering aid, as to the amount of personnel and equipment available, shall be final.

b. Public safety personnel who shall be commanded by their Executive Officer to maintain the peace or perform police duties outside the territorial limits of the municipality, state agency, or political subdivision which regularly employs such officers shall be under the direction and authority of one (1) person designated by each Executive Officer. Such personnel shall in turn be under the direction and authority of the local on-scene commanding law enforcement officer of the Requesting Agency to which they are called to perform police or peace duties and shall be peace

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officers thereof.

c. When responding to mutual aid or emergency aid requests, each Agency's respective personnel shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

d. Except in cases of emergencies presenting an imminent threat to public safety and health, the Requesting Agency's Executive Officer should transmit such request for personnel or services in writing to the Responding Agency's Executive Officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.

e. In the case of emergency situations which prevent the prior written request for services by the Requesting Agency, the request may be made orally and recorded by the Responding Agency. The Executive Officer, or designee, of the Responding Agency shall furnish a written statement of services rendered to the Requesting Agency no less than five (5) days after the termination of the need for such personnel or services by the Requesting Agency.

SECTION 6. Compensation.

Compensation for mutual aid assistance pursuant to this Agreement shall be provided for as agreed upon between Responding Agency and KC2026 without charge to Requesting Agency.

SECTION 7. Liability.

a. Each Agency shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This Agreement shall not be so construed as to create any relationship between the personnel of one Agency and the other Agency. All members of any political subdivision or public safety agency responding for mutual aid remain employees of their own agency.

b. An Agency shall not be liable to the other Agency for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.

c. This Agreement shall not be construed as an agreement for the benefit of any third party.

d. The Agencies agree that all individuals shall retain all pension and disability rights of their respective agency while performing duties in accordance with this Agreement.

e. Qualified immunity, sovereign immunity, official immunity and the public duty rule

shall apply to all parties and their personnel as interpreted by the federal and state courts of their respective Agency.

SECTION 8. Effective Date of Agreement.

This Agreement shall be in full effect and legally binding at such time as it is signed by each Agency.

SECTION 9. Entire Agreement and Modification.

a. This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of this Agreement. This Agreement may be amended or modified only in writing, which amendment or modification must be authorized by each Agency’s respective governing body, by ordinance or other appropriate writing.

b. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 10. Termination of Agreement.

a. This Agreement shall remain in full force and effect until July 31, 2026. Either party to this Agreement may terminate this Agreement at will.

RESPONDING AGENCY:

By: _____ Date: _____

Print Name: Stephen T. Holman
Title: Mayor
Agency: City of Norman, Oklahoma

ATTEST:

By: _____
 Jamie Meyer, City Clerk

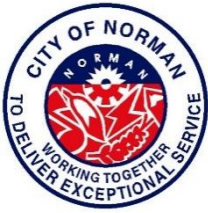
REQUESTING AGENCY:

K-2526-178

**KANSAS CITY, MISSOURI
BOARD OF POLICE COMMISSIONERS**

By: _____
Stacey Graves, Chief of Police
Kansas City, Missouri Police Department

Date: _____



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 06/02/2026

REQUESTER: Kansas City Police Department

PRESENTER: Captain Carl Pendleton, Norman Police Department

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2526-179: A MUTUAL AID PAYMENT AGREEMENT BETWEEN KC2026, A MISSOURI NON-PROFIT CORPORATION, AND THE CITY OF NORMAN, OKLAHOMA PROVIDING FOR PAYMENT FOR MUTUAL AID AND ASSISTANCE.

BACKGROUND:

The FIFA World Cup is an international soccer competition held every four years among senior men's national teams of members of the Federation Internationale de Football Association ("FIFA"). The 2026 competition is being hosted by three countries (United States, Mexico, and Canada) among 11 host cities, including Kansas City, Missouri. The 2026 competition begins June 11, 2026 and ends July 19, 2026. Forty-eight teams will be traveling to the host cities for their competitions. The last time the FIFA World Cup was hosted by the United States was in 1994. Because of the large crowds from all over the world anticipated to attend the matches, each participating city is working with law enforcement partners in the region to work the events and provide valuable mutual aid. To ensure adequate security for the event, federal grants administered by the Department of Homeland Security and FEMA in the total amount of \$625 million were provided to host cities in the United States. This grant funding ensures that law enforcement agencies from assisting communities will be reimbursed for their expenses.

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RECOMMENDATION:

Staff recommends approval of Contract K-2526-178 and K-2526-179.

Mutual Aid Payment Agreement

This Mutual Aid Payment Agreement, dated as of the date of the last signature by a party, (this "**Agreement**"), is entered into between the undersigned governmental City of Norman, Oklahoma ("**Responder**"), and KC2026, a Missouri nonprofit corporation ("**KC2026**", and together with Responder, the "**Parties**", and each, a "**Party**").

RECITALS

Responder has entered into an Agreement (the "**Mutual Aid Agreement**") to provide mutual aid and assistance to meet the additional public safety needs caused by the upcoming 2026 Fédération Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026 as follows:

Name of Contracting Jurisdiction: Kansas City, MO Police Department

Title and Description of Mutual Aid Agreement: Kansas City, MO Police Department Mutual Aid Agreement

KC2026 desires to reimburse Responder for the compensation for mutual aid assistance under the Mutual Aid Agreement as set forth in this Agreement.

The FIFA World Cup Grant Program ("**FWCGP**") was established by the One Big Beautiful Bill Act (2025) and provides for federal funding to enhance security and preparedness for the 2026 FIFA World Cup™ events.

The Missouri Department of Public Safety (the "**SAA**") has received an award under the FWCGP and will pass through 100% of the grant funds to KC2026 as the Host City Committee Task Force for Kansas City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Responder intends to provide the following under the Mutual Aid Agreement:

No. Officers: 7

Date(s): June 11, 2026 and June 12, 2026

No. Lodging Rooms and Dates: June 10, 2026 – June 13, 2026

Total Expected Hours of Service: approximately 210 hours

2. Responder shall pay its employees for the mutual aid assistance provided according to its prevailing law, rules and regulations or other agreements. Responder agrees to comply with all federal, state, and local laws and regulations in providing mutual aid services.

3. Within thirty (30) days following the conclusion of the period of mutual aid and assistance, the Responder shall provide to KC2026 documentation via email at the following email

address: WC2026Invoices@marc.org : (a) certification in the Form attached as Exhibit A, (b) reimbursement cover sheet in the form provided by KC2026, and (c) documentation of reimbursed expenses, including the following, as applicable, invoice/receipts, purchase order, proof of payment (including paycheck stubs), timesheets, employee sign-in sheets and other proof of services rendered. Responder shall provide such other reasonable documentation requested by KC2026. Responder acknowledges and agrees that it will not submit expenses for reimbursement if such expenses have not been or will not be submitted by Responder for reimbursement under another program or grant. Responder agrees to provide to the SAA, the FEMA Administrator or any of their authorized representatives to access any books, documents, papers and records of the Responder which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

4. KC2026 agrees to provide the following to the Responding Agency:

(a) KC2026 will provide lodging for Responder officers while performing duties. KC2026 will provide one meal to Responder officers during their shift.

(b) Maximum Hourly Reimbursement Rate for Services Provided*: \$150/hour

* Responder acknowledges that the hourly reimbursement rate includes mileage and cost of meals not provided by KC2026.

(c) Responder acknowledges that KC2026 will reimburse Responder only for those expenses eligible for reimbursement under the FWCGP and approved for reimbursement by the SAA and FEMA.

(d) The total amount payable under this agreement will not exceed \$35,000 (the "**Total Fees**")

5. KC2026 is responsible only for providing meals and lodging for mutual aid officers and the reimbursement of eligible expenses up to the Total Fees, as described herein. Responder shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel in performing services under the Mutual Aid Agreement, and KC2026 will not be liable for any claims relating to or arising out of the services provided by Responder under the Mutual Aid Agreement.

6. Responder will notify KC2026 if there is any change in its expected performance under the Mutual Aid Agreement. Upon a default by Responder of its obligations under the Mutual Aid Agreement or this Agreement, KC2026 may immediately terminate this Agreement and Responder will not be entitled to receive payment for services that were not completed or are unacceptable to KC2026.

7. In accordance with the terms of the FWCGP, the Parties agree that the terms and conditions set forth in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and incorporated herein by reference, apply to the extent applicable to this Agreement, including the following:

a. 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.”

b. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

i. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

iii. Withholding for unpaid wages and liquidated damages —

1. Withholding process. The SAA may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

a. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

b. A contracting agency for its reprocurement costs;

c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

d. A contractor's assignee(s);

e. A contractor's successor(s); or

f. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

iv. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

v. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

2. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

4. Informing any other person about their rights under CWHSSA or this part.

c. 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).

d. 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.

e. 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.

f. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.

i. All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

ii. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or re-requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

iii. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

iv. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

v. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

vi. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

vii. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the re-quirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.

viii. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

g. John S. McCain National Defense Authorization Act of Fiscal Year 2019. Recipients, subrecipients, and their contractors and subcontractors are sub-ject to the prohibitions described in section 889 of the John S. McCain Na-tional Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

h. Procurement of Recovered Materials. States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

i. Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS). As a condition of this agreement, Responder must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.) Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Unmanned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

j. Employment of Unauthorized Aliens. Pursuant to Section 285.530.1 RSMo, Responder assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees.

8. This Agreement may not be modified or amended except by a written instrument signed by the Parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. This Agreement will be terminated automatically if the Mutual Aid Agreement is terminated prior to services being performed. This Agreement may be terminated by KC2026 upon written notice to Responder, to be effective as of the date set forth in the notice. KC2026 may terminate this Agreement for cause if Responder breaches or fails to comply with any of its obligations under this Agreement. KC2026 will only be obligated to pay Responder's reasonable, documented, allowable and undisputed Total Fees incurred prior to the termination date.

10. All notices other communications under this Agreement shall be in writing and shall be delivered to the Parties (with a copy thereof sent for information purposes to the e-mail addresses appearing below) by personal delivery, first class mail, or by nationally recognized overnight courier service that maintains records of delivery to the address set forth below, or to such other address as either Party may designate from time to time:

a. If to KC2026:

KC2026
1100 Walnut, Suite 1800
Kansas City, MO 64106
Attn: Lindsey Douglas, COO
Email: ldouglas@kansascityfwc26.com

b. If to Responder:

City of Norman, Oklahoma
Norman Police Department
112 W. Daws Street
Norman, OK 73069
Attn: Captain Carl Pendleton
Email: Carl.Pendleton@normanok.gov

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In the event that any signature is delivered by electronic transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below.

KC2026

RESPONDER:

By: _____

By: _____

Name: _____

Name: Stephen T. Holman

Title: _____

Title: Mayor

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

Exhibit A
Reimbursement Request Certification

Date: _____

Requesting Agency Name:	
Amount Requested:	
Period of Request:	

The undersigned certifies that the expenses identified on the attached cover sheet and submitted for reimbursement to KC2026 under the Mutual Aid Payment Agreement were incurred during the period set forth above and are true, complete and accurate. The identified expenses have not been and will not be reimbursed to the requesting entity by another funding source.

Name:

Title: