

THE ATCHISON FIRM, P.C.

Lawyers

Christopher A. Arledge

3030 Knollwood Drive  
Mobile, Alabama 36693

Telephone: 251/665-7200  
Telecopier: 251/665-7250

chris.arledge@atchisonlaw.com

January 2, 2019

Board of School Commissioners of Mobile County  
One Magnum Pass  
Mobile, Alabama 36618

Re: **Revised Memorandum of Understanding Between the Board of School  
Commissioners of Mobile County and City of Mobile**

Dear Commissioners:

I have reviewed the above referenced revised Memorandum of Understanding with City of Mobile. The previous Memorandum of Understanding was approved during the November 26, 2018 Board meeting. This Memorandum of Understanding was revised to reflect that the Board would purchase the security system with reimbursement from the City. In the prior version the City was purchasing the security system directly.

In my opinion, the enclosed revised Memorandum of Understanding meets all legal requirements. Accordingly, if approved by you at the next Board meeting, this Memorandum of Understanding is acceptable for execution by the Superintendent.

Sincerely yours,



Christopher A. Arledge

CAA/ba

Enclosure

**THE ATCHISON FIRM, P.C.**

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January 2, 2019

**Via E-Mail and U. S. Mail**

Mr. David K. Akridge  
Executive Manager -Information Technology  
Ms. Michele Turo  
Mobile County Public Schools  
Post Office Box 180069  
Mobile, Alabama 36618

**RE: Revised Memorandum of Understanding Between the Board of School  
Commissioners of Mobile County and City of Mobile**

Dear Mr. Akridge and Ms. Turo:

You will find enclosed my opinion letter relative to the proposed revised Memorandum of Understanding with City of Mobile, along with a copy of the revised Memorandum of Understanding, in the form upon which my opinion was based. Please make sure the Contractor has approved the language in this revised Memorandum of Understanding before placing it on the Board's Agenda.

The Memorandum of Understanding and the opinion letter should be submitted to the Board for its consideration in hard copy form.

Sincerely yours,



Christopher A. Arledge

CAA/ba

Enclosures

**COPS - COMMUNITY ORIENTED POLICING OFFICE  
FY18 STOP SCHOOL VIOLENCE PREVENTION PROGRAM (SVPP) GRANT**

**MEMORANDUM OF UNDERSTANDING  
Between  
BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY  
And  
CITY OF MOBILE**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Mobile, Alabama (City) and the Board of School Commissioners of Mobile County (Board).

**I. BACKGROUND**

The City of Mobile (City) submitted an application to the COPS - Community Oriented Policing Office for a FY2018 STOP School Violence Prevention Program (SVPP) Grant with a budgeted amount of \$525,246.00. The purpose of the grant is to fund the development and implementation of a technology integrated security system to be initially deployed in a pilot testing at Davidson High School, located in Mobile, Alabama. Replication and evaluation of this project will also be options within the project period.

On October 1, 2018, the City of Mobile was awarded \$393,935.00 in federal funds over a two-year period under the 2018 COPS Office STOP School Violence: School Violence Prevention Program (SVPP). The local cash match required for this award is \$131,311.00. The local match will be paid by the Board.

The Board will partner with the City of Mobile throughout the development, implementation, replication and evaluation phases of the project.

**II. PURPOSE**

This MOU evidences the intent of the City of Mobile and the Board in the planning, execution and financial support of this project. The City of Mobile will work with the Board to perform the grant activities.

**III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS**

The City of Mobile was awarded federal funds in the amount of \$393,935.00 from the COPS Community Oriented Policing Office FY2018 STOP School Violence Prevention Program (SVPP) Grant.

The City of Mobile, the Board and the citizens within the Southern District of Alabama will benefit from this project.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. The Board will serve as a partner with the City for the duration of the COPS Community Oriented Policing Office FY2018 STOP School Violence Prevention Program (SVPP) Grant.
- B. This project period is from the award start date of October 01, 2018 and expires at the expiration of the grant period, September 30, 2020, unless amended or extended by the COPS Community Oriented Policing Office Department of Justice and the grantee.
- C. The goal of Board is to procure, deploy, replicate, and evaluate the grant-approved equipment and technology integrated security system as a result of the COPS Community Oriented Policing Office FY2018 STOP School Violence Prevention Program (SVPP) Grant funding.
- D. Board will provide analysis of information and data collected as it relates to the COPS Community Oriented Policing Office FY2018 STOP School Violence Prevention Program (SVPP) Grant Performance Measures.
- E. Board will maintain all information provided by the City of Mobile in a confidential manner and will not release the information to third parties without the express written consent of the City of Mobile, except as may be required by applicable law such as state or federal public records laws.
- F. Board will share with the City of Mobile any and all research results and information as a result of funding by the COPS Community Oriented Policing Office FY2018 STOP School Violence Prevention Program (SVPP) Grant.

**V. FINANCIAL RESPONSIBILITY**

**IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. The City of Mobile will transfer funds to the Board, for procurement purposes, as the end user of all items and services purchased. Further, it is the responsibility of the Board to manage the acquisition and receipt of all equipment during the grant period.
- B. The Board will directly procure all items and services upon transfer of funds from the City, not to exceed certain amounts as set forth herein.
- C. The Board will procure all services and equipment in support of the technology integrated security system as funded by the COPS Community Oriented Policing Office FY2018 STOP School Violence Prevention Program (SVPP) Grant, as outlined in the Financial Clearance Memorandum (FCM), Exhibit A.

\$131,311.00 of the funds paid by the Board for said equipment is designated as the required local matching funds per the specifications of the grant.

**VI. IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. Any implementation of the COPS Community Oriented Policing Office FY2018 STOP School Violence Prevention Program (SVPP) Grant is contingent upon the funding of the application and grant. Any funding of a partner agreement or this MOU is also contingent upon funding of the application and grant.
- B. Any subsequent decrease in grant funding after said award will also result in a proportionate decrease in funding to the Board, as well as a proportionate decrease in required local matching funds.
- C. The grant award documentation which includes a copy of the Award Document, Financial Clearance Memorandum, and Award Terms and Conditions is attached to this Memorandum of Understanding as Exhibit A.
- D. The Board will be required to provide documentation of compliance with all Award Terms and Conditions as required by the City of Mobile in its compliance with grant award conditions.
- E. Upon completion of the grant, the Board will return any residual funds to the COPS Community Oriented Policing Office.
- F. This Memorandum of Understanding is executed to be effective as of the award start date of October 01, 2018 and expires at the expiration of the grant period, September 30, 2020, unless amended or extended by the COPS Community Oriented Policing Office Department of Justice and the grantee.
- G. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when either (1) hand-delivered to the party's representative below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the party's representative below, at the address set forth herein, or at such other address as a party hereto shall have specified by written notice to the other party hereto delivered in accordance herewith.

If to the BOARD: Superintendent of Schools  
Board of School Commissioners of Mobile County  
P.O. Box 180069  
Mobile, Alabama 36618

If to the CITY: Mayor  
City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

- H. This MOU may be amended only by an instrument in writing signed by the parties hereto.
- I. In no event shall either party or any of its Commissioners, officers, employees, agents, or servants be liable to the other party for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this MOU, or to the performance of or breach of any provision hereof.
- J. Nothing in this MOU may be construed to limit in any way any immunity afforded to either party and/or its Commissioners, officers, employees, agents or servants pursuant to federal or state constitutional, statutory, or common law. Nothing in this MOU may be construed to limit any defense or limitation on damages available at law or in equity to the either party and/or its Commissioners, officers, employees, agents or servants.
- K. The parties' obligations under this MOU are subject to, and neither party shall be liable for, delays or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control.
- L. This MOU is a complete integration of and supersedes any and all prior understandings, writings, proposals, representations, and/or agreements, both oral and written, between the parties to this MOU with respect to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives who sign below.

Board of School Commissioners of Mobile County

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Chresal D. Threadgill, Superintendent

City of Mobile

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
 William S. Stimpson, Mayor

Attest:

\_\_\_\_\_  
 City Clerk

EXHIBIT A



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

October 1, 2018

Mayor William Stimpson  
Mobile, City of  
P. O. Box 1827

Mobile, AL 36633

Re: COPS Office STOP School Violence: School Violence Prevention Program Award #2018SVWX0002  
ORI#: AL133ZZ

Dear Mayor Stimpson:

Congratulations on your agency's award for \$393,935.00 in federal funds over a two-year award period under the 2018 COPS Office STOP School Violence: School Violence Prevention Program (SVPP). The local cash match required for this award will be \$131,311.00. Your agency may use SVPP award funds to improve security at schools and on school grounds within your jurisdiction through evidence-based school safety programs.

A list of conditions that apply to your award is included in the SVPP Award Terms and Conditions in your award package. A limited number of agencies may be subject to an Additional Award Notification because of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions because of high risk designation or other unique circumstances. If applicable to you agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document must be signed electronically via the Account Access tab in the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) within 90 days from the date of this letter.**

COPS School Violence Prevention Program (SVPP) funding is awarded to states, units of local government, and Indian tribes. Your new ORI number is AL133ZZ and must be used when performing any grant management tasks associated with SVPP in the COPS Office Agency Portal for various system applications (e.g., progress reports, SF-425, extensions, modifications, and COPS Office Application Program, etc.). **This ORI number should only be used for SVPP and no other COPS Office programs.** The awarded Government Executive/ Financial Officer (GE/FO) will need to establish an electronic signature, which is critical for enabling an agency to sign important documents in the grant management process. Please contact the COPS Office Response Center at 800-421-6770 or send an email to [askCopsRC@usdoj.gov](mailto:askCopsRC@usdoj.gov) to learn more and establish e-signatures.

The official award start date is 10/01/2018. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as the COPS Office may not have approved some of your requested items during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will identify any disallowed costs.

Supplemental materials for FY 2018 SVPP award recipients can be found at <https://cops.usdoj.gov/default.asp?Item=2958>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation and

**ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING**



management of your award, including the 2018 SVPP Award Owner's Manual, which specifies the legal, programmatic, and financial terms, conditions, and requirements of your award. In addition, the above website link include the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2018 SVPP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

Sincerely,



Phillip E. Keith, Director

**Additional Award Notification**



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

## Award Document

*COPS Office STOP School Violence: School Violence Prevention Program (SVPP)*  
**CFDA – 16.710 – Public Safety Partnership and Community Policing Grants**  
**Treasury Account Symbol (TAS) 15X0406**

**Award Number: 2018SVWX0002**  
**ORI Number: AL133ZZ**  
**OJP Vendor Number: 636001318**  
**Applicant Organization's Legal Name: Mobile, City of**  
**DUNS Number: 010396687**

**Government Executive: Mayor William Stimpson**

**Award Start Date: 10/01/2018**  
**Award End Date: 09/30/2020**  
**Award Amount: \$393,935.00**

The FY 2018 COPS Office STOP School Violence: School Violence Prevention Program (SVPP) provides funding directly to states, units of local government, or Indian tribes to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs. The SVPP award is for two years in duration (24 months). SVPP awards provide up to 75 percent of the approved budget with a maximum federal share of \$500,000 per award. SVPP recipients must contribute a minimum local cash share of 25 percent towards the total cost of the approved project during the award period..

The Financial Clearance Memorandum (FCM) included in your award package is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2018 COPS Office STOP School Violence: School Violence Prevention Program (SVPP) Award Terms and Conditions; the approved budget in the FCM; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 09/25/2018

William Stimpson

10/31/2018

Signature of the Financial Official with the Authority to  
Accept this Grant Award

Date

**ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING**



False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

Official Copy



U.S. Department of Justice  
*Office of Community Oriented Policing Services*  
**2018 COPS Office STOP School Violence: School Violence Prevention Program (SVPP)  
Award Terms and Conditions**

By signing the Award Document to accept this COPS Office STOP School Violence: School Violence Prevention Program (SVPP) award, your agency agrees to abide by the following award terms and conditions:

**1. Award Owner's Manual.** The recipient agrees to comply with the terms and conditions in the applicable 2018 COPS Office Program Award Owner's Manual; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

**2. Assurances and Certifications.** The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

**3. Allowable Costs.** The funding under this award is for the payment of approved costs for SVPP purposes. The allowable costs approved for your agency's award are limited to those listed in the Financial Clearance Memorandum (FCM), which is included in your agency's award package. The FCM specifies the costs that your agency is allowed to fund with your award. In accordance with 2 C.F.R. § 200.400, the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the FCM.

**4. Comprehensive School Safety Assessments.** Recipients awarded funding through the SVPP must conduct comprehensive school safety assessments for all schools involved in the funded project within the 24-month grant implementation period. The assessments should be completed as soon as possible as they can be used as strategic evaluation tools to identify school safety issues and potential resolutions. This condition can be waived for recipients that can demonstrate that comprehensive school safety assessments have already been performed or updated within the previous three years. The COPS Office will monitor SVPP grants to ensure that recipients comply with this condition.

**5. Extensions.** Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. § 200.308(d)(2).

**6. Modifications.** Award modifications under the SVPP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, all modification requests involving new budget items or any budget modification that changes the scope of the project requires prior written approval by the COPS Office prior to their implementation. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

**7. Information Sharing with Law Enforcement.** Recipients are required to ensure that schools within

their jurisdiction share school threat information and data with the appropriate local law enforcement agencies..

**8. Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R §§ 200.327 – 200.328. The progress report is used to track your agency's progress toward implementing school safety strategies and to collect data to gauge the effectiveness of increasing the recipient's capacity to improve school safety through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

**9. Award Monitoring Activities.** Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and implementing evidence-based school safety strategies and programs. Both aspects of award implementation — compliance and programmatic benefits — are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after submission of the final expenditure report. 2 C.F.R. § 200.328(e), and 2 C.F.R. §§ 200.333 and 200.336.

**10. Federal Civil Rights.** The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22

(confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

**11. Equal Employment Opportunity Plan (EEOEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

**12. False Statements.** False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

**14. Additional High-Risk Recipient Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.207.

**15. System for Award Management (SAM) and Universal Identifier Requirements.** The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

*I. System for Award Management and Universal Identifier Requirements*

*A. Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*B. Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

*C. Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

**16. Reporting Subawards and Executive Compensation.** The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

*b. Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

*c. Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —

i. in the subrecipient's preceding fiscal year, the subrecipient received —

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**17. Debarment and Suspension.** The recipient agrees not to award federal funds under this program to any party, which is debarred or suspended from participation in Federal assistance programs. 2 C.F.R. Part 180 (Governmentwide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

**18. Employment Eligibility.** The recipient agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

**19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

**20. Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can

result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

**21. Conflict of Interest.** Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

**22. Contract Provision.** All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

**23. Restrictions on Internal Confidentiality Agreements.** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2018, Public Law 115-141, Division E, Title VII, Section 743.

**24. Recipient Integrity and Performance Matters.** For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty,

reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

- i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet

exercised.

**25. Computer Network Requirement.** The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2018, Public Law 115-141, Division B, Title II, Section 531.

**26. Travel Costs.** Travel costs for transportation, lodging and subsistence, and related items are allowable under the SVPP with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

**27. Sole Source Justification.** Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.324(b)(2).

**28. Public Release Information.** The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, reports, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

*"This project was supported, in whole or in part, by grant number 2018-XX-XX-XXXX awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.*

*The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."*

**29. Criminal Intelligence Systems.** Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. By signing the Certification of Review and Representation of Compliance with Requirements in the application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

**30. State Information Technology Point of Contact.** The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

**31. News Media.** The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-

9079.

**32. Paperwork Reduction Act Clearance and Privacy Act Review.** The recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

**33. Copyright.** If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

*"This resource was developed under a grant and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes, and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."*

**34. Local Match.** Recipients are required to contribute a local match of at least 25 percent toward the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match and must be paid during the award period. 34 U.S.C. § 10551(f).

**35. Contracts and/MOUs with Other Jurisdictions.** The recipient understands and agrees that the equipment, technology, supplies, services, training, civilian positions, and other costs funded with this SVPP award may only be used to benefit schools within the recipient's jurisdiction.



**Financial Clearance Memorandum**

***COPS Office STOP School Violence: School Violence Prevention Program (SVPP)***

To: Mayor Stimpson

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

ORI#: AL133ZZ Award #: 2018SVWX0002

Budget Category	Proposed	Approved	Change
B. Non-Sworn Personnel	\$0.00	\$0.00	\$0.00
C. Equipment & Technology	\$525,245.70	\$525,245.70	\$0.00
D. Supplies	\$0.00	\$0.00	\$0.00
E. Travel & Training	\$0.00	\$0.00	\$0.00
F. Contracts & Consultants	\$0.00	\$0.00	\$0.00
G. Other Costs	\$0.00	\$0.00	\$0.00
H. Indirect Costs	\$0.00	\$0.00	\$0.00

**B. Non-Sworn Personnel**

Item	Cost	Qty	Total	Change	Reason
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**C. Equipment & Technology**

Item	Cost	Qty	Total	Change	Reason
IP LED Lighting System	\$106,763.50	1	\$106,763.50	\$0.00	
Main Network Switch System	\$70,669.50	1	\$70,669.50	\$0.00	
Extron Touch Panel System	\$107,768.20	1	\$107,768.20	\$0.00	

UPS Battery Backup System	\$50,811.60	1	\$50,811.60	\$0.00
Updated IP Security Camera System	\$189,232.90	1	\$189,232.90	\$0.00

**D. Supplies**

Item	Cost	Qty	Total	Change	Reason
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**E. Travel & Training**

Item	Cost	Qty	Total	Change	Reason
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**F. Contracts & Consultants**

Item	Cost	Qty	Total	Change	Reason
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**G. Other Costs**

Item	Cost	Qty	Total	Change	Reason
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**H. Indirect Costs**

Item	Cost	Qty	Total	Change	Reason
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Total Budget Costs: 525,246.00	Federal Share: 393,935.00	Applicant Share: 131,311.00
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Budget Cleared Date: 10/23/2018

**Overall Comments:**

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the award period. Prior to the obligation, expenditure or drawdown of award funds for non-competitive contracts in excess of \$250,000, the recipient must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of award funds for consultant fees in excess of \$650 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your

application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this award. The vendor number should not be used for IRS purposes and only applies to this award.

**Additional Comments:**

Award funds must not be intermingled with funding from previous grants. Budget is approved for the COPS Office SVPP purpose areas under 34 U.S.C. § 10551(b)(5)-(9). Technology and Equipment funded under SVPP must be compliant with all applicable codes, including building and life safety codes.