

03.23

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE BROWARD SHERIFF'S OFFICE AND CITY OF POMPANO BEACH ALLOWING FOR THE ADMINISTRATION OF THE COMMUNITY ORIENTED POLICING SERVICES HIRING (COPS) GRANT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Memorandum of Understanding between the Broward Sheriff's Office and City of Pompano Beach allowing for the administration of the COPS Grant, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 14<sup>th</sup> day of April, 2015.

**PASSED SECOND READING** this 28<sup>th</sup> day of April, 2015.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

/jrm  
3/3/15  
L:ord/2015-235

**PLEASE RETURN TO:**

Asceleta Hammond, CMC  
City Clerk  
P.O. Drawer 1300, Suite 253  
Pompano Beach, FL 33061

03.25

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
BROWARD SHERIFF'S OFFICE AND  
THE CITY OF POMPANO BEACH**

THIS MEMORANDUM OF UNDERSTANDING is made and entered this 4<sup>TH</sup> day of April, 2015, by and between the Broward Sheriff's Office (hereinafter referred to as "BSO"), and the City of Pompano Beach (hereinafter referred to as "CITY").

**WHEREAS**, on or about the 27<sup>th</sup> day of July 2010, BSO and the CITY entered into an Agreement for Police Services (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the CITY was recently awarded funding under the U.S. Department of Justice, Community Oriented Policing Services Hiring Grant, Grant #2014UMWX0095 (hereinafter referred to as the "COPS Grant"), which will allow for the continuation of nine (9) School Resource Deputy positions; and

**WHEREAS**, the COPS Grant will be used to fund the cost of the nine (9) School Resource Deputies; and

**WHEREAS**, the CITY has requested that BSO, as the CITY's law enforcement agency, administer the COPS Grant on behalf of the CITY; and

**WHEREAS**, BSO is willing to administer the COPS Grant on behalf of the CITY; and

**THEREFORE**, the parties agree as follows:

1. BSO shall administer the COPS Grant on behalf of the City, which will include, but not be limited to, the submittal of cost reimbursement vouchers, recordkeeping, and fiscal and programmatic reporting.
2. The CITY and BSO recognize and acknowledge that the COPS Grant is a three (3) year grant with the CITY having an obligation to retain the nine (9) positions for the three (3) year grant period plus an additional one (1) year period thereafter as stated in the COPS Grant.
3. CITY acknowledges that the COPS Grant does not provide full funding for the nine (9) positions and that the CITY shall be solely responsible for the payment of those costs not covered by the COPS Grant.
4. The CITY and BSO further recognize and acknowledge that the continuation of these nine (9) positions is contingent upon the Department of Justice funding

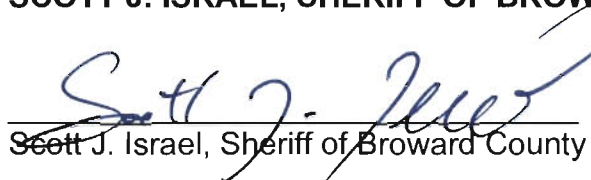
the positions during the three (3) year grant period as stated in the terms and conditions of the COPS Grant.

5. The CITY shall be entitled to all Grant funds received from the U.S. Department of Justice pursuant to the COPS Grant and all funding received from the School Board of Broward County for these nine (9) School Resource Deputies.
6. On or before the 15<sup>th</sup> day of each month, BSO will prepare and submit an invoice to the CITY for the actual cost of the nine (9) School Resource Deputies for the previous month. Each invoice will include a "Year to Date Budget Report". Within seven (7) calendar days after the CITY's receipt of BSO's invoice, the CITY shall pay BSO for the actual monthly cost of the nine (9) School Resource Deputies as detailed in the invoice submitted by BSO to the CITY.
7. On or before the 15<sup>th</sup> day of each month, BSO will prepare and submit a Cost Reimbursement Voucher to the Department of Justice requesting reimbursement of all allowable costs under the COPS Grant for the preceding month. The CITY and BSO recognize and acknowledge that the submittal of monthly Cost Reimbursement Vouchers is contingent upon the Department of Justice accepting monthly submittals. In the event the Department of Justice requires Cost Reimbursement Vouchers to be submitted for timeframes other than monthly, the CITY and BSO understand and acknowledge that the timeframes set forth in this paragraph shall be modified accordingly.
8. The CITY and BSO recognize and acknowledge that the cost of the nine (9) School Resource Deputies is in addition to the consideration payable pursuant to the Police Services Agreement.
9. BSO and the City will comply with all applicable provisions of the COPS Grant.
10. The CITY and BSO agree to work cooperatively in the administration of the COPS Grant, including, but not necessarily limited to, the sharing of any and all information, records and reports related to the administration of the COPS Grant.
11. This Memorandum of Understanding shall remain in effect through February 28, 2018, unless the grant is terminated by the CITY or otherwise agreed to by the parties.
12. This Memorandum of Understanding does not supersede, alter, or change any of the terms and conditions of the Agreement.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE BROWARD  
SHERIFF'S OFFICE AND THE CITY OF POMPANO BEACH

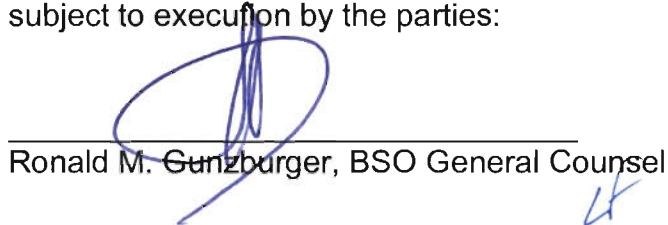
**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of  
Understanding to be executed the day and year hereinabove written.

**SCOTT J. ISRAEL, SHERIFF OF BROWARD COUNTY**

  
\_\_\_\_\_  
Scott J. Israel, Sheriff of Broward County

Date: 4.4.16

Approved as to form and legal sufficiency  
subject to execution by the parties:

  
\_\_\_\_\_  
Ronald M. Gunzburger, BSO General Counsel

Date: 03/30/16

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Christine Kendel

By: [Signature]  
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

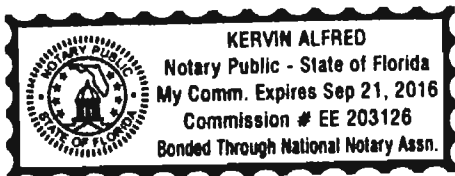
The foregoing instrument was acknowledged before me this 28th day of April, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** Phyllis as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Korab Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

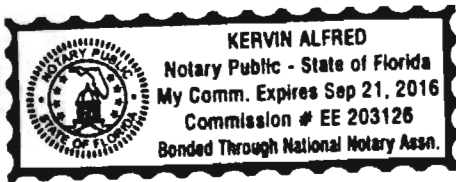
Commission Number



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day  
of April, 2015 by **PHYLLIS KORAB**, Assistant City Manager of the  
City of Pompano Beach, Florida, a municipal corporation, on behalf of the  
municipal corporation, who is personally known to me.

NOTARY'S SEAL:



*Kervin Alfred*  
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or  
Stamped)

\_\_\_\_\_  
Commission Number

U. S. Department of Justice  
*Office of Community Oriented Policing Services*  
**2014 COPS Hiring Program Grant Terms and Conditions**

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the 2014 COPS Hiring Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122), and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the CHP grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.

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

3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding), up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- b. Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget cuts; and/or
- c. Rehiring officers who were, at the time of grant application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget cuts.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process, and should not be spent by your agency.

4. **Local Match.** Grantees are required to contribute a local match of at least 25 percent towards the total cost of the approved grant project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the grant award period. The local match contribution must be made on an increasing basis during each year of the three-year grant period, with the federal share decreasing accordingly.

5. **Supplementing, Not Supplanting.** State, local, or BIA funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost or obligation incurred prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally-funded vacancies resulting from attrition during the life of the grant.

6. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.

7. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do **not** provide additional funding. Grants may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

8. **Modifications.** During the CHP grant award period, it may become necessary for an agency to modify its CHP grant award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP grant funding for ten new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all ten positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP grant funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for lay-off on a specific future date post-



U. S. Department of Justice  
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**2014 COPS Hiring Program Grant Terms and Conditions**

application. Grant modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified grant award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

9. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.
10. **Reports.** To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting quarterly programmatic progress reports and quarterly Federal Financial Reports using Standard Form 425 (SF-425).
11. **Federal Civil Rights Laws.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited-English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and non-discrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.
12. **Equal Employment Opportunity Plan (EEOP).** 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).
13. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant 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 CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
14. **Employment Eligibility.** The grantee 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.
15. **Community Policing.** Community policing activities to be initiated or enhanced by your agency were identified and described in your CHP grant application. Your agency developed a community policing plan for the CHP grant with specific reference to a crime or disorder problem and the following elements of community policing: a) problem solving—your agency’s plan to assess and respond to the problem identified; b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing.
- The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your grant application.
16. **Community Policing Self Assessment Tool (CP-SAT).** The COPS Office will require your agency to complete the Community Policing Self Assessment Tool (CP-SAT) twice within the grant period, at the beginning and again towards the end of your grant period.
17. **Contracts With Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee’s own jurisdiction.
18. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
19. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).
20. **System for Award Management (SAM) and Universal Identifier Requirements.**

The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

*A. Requirement for System for Award Management (SAM) Registration*

Unless you are exempted from this requirement under 2 C.F.R. Part 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.

U. S. Department of Justice  
Office of Community Oriented Policing Services  
**2014 COPS Hiring Program Grant Terms and Conditions**

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

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 DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number 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 at [www.sam.gov](http://www.sam.gov).
  2. *Data Universal Numbering System (DUNS) number* means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet at <http://fedgov.dnb.com/webform>.
  3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. 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 non-profit 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 Sec. \_\_\_\_210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
    - 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.
21. **Reporting Subaward and Executive Compensation.** The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:
- 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 [www.fsrs.gov](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 [www.fsrs.gov](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 C.F.R. Part 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 C.F.R. Part 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 [www.sec.gov/answers/excecomp.htm](http://www.sec.gov/answers/excecomp.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 [www.sam.gov](http://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.**

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*Office of Community Oriented Policing Services*

**2014 COPS Hiring Program Grant Terms and Conditions**

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 your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 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 C.F.R. Part 170.320 (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 [www.sec.gov/answers/execom.htm](http://www.sec.gov/answers/execom.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 C.F.R. 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 non-profit 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 C.F.R. Part 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 that 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.

22. **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.

23. **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.

24. **Whistleblower Protection.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he/she reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, 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 grant. The recipient also agrees to provide to their employees in writing (in the predominant native

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language of the workforce) of the rights and remedies provided in 41 U.S.C. 4712. Please see Appendix F in the Grant/Award Owner's Manual for a full text of the statute.

## **Award Document Supplement**

### **2014 COPS Hiring Program (CHP)**

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

#### **Special Award Conditions**

##### **Advancing Department of Justice Priority Crime Problem Awards**

Your agency has been selected for a COPS Hiring Program (CHP) grant to address a particular Department of Justice priority crime problem, based specifically on your CHP grant application's community policing plan to improve your agency's public safety response to the critical issues of school based policing through School Resource Officers (SRO), Trust Problems, Homeland Security, Gun Violence or Homicide Reduction.

Please be advised that, in accepting this grant, your agency is agreeing to this Special Condition to its CHP grant award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problem identified above. By signing the 2014 CHP grant award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP grant application;
- Your agency will address its specific priority crime problem throughout the entire CHP grant period;
- Your agency will implement any organizational changes identified in its CHP grant application in Section 6B, Questions 13 and 14;
- Your agency will cooperate with any grant monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

##### **Memorandum of Understanding Requirement (School Resource Officers Problem Area Only)**

Grantees using CHP funding to hire and/or deploy School Resource Officers into schools must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award.