

INTRODUCED: December 17, 2018

AN ORDINANCE No. 2018-317

To authorize the Chief Administrative Officer to accept funds in the amount of \$17,500.00 from the Office of the Attorney General of Virginia, and to appropriate the grant funds received to the Fiscal Year 2018-2019 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Police's Project Safe Neighborhood (OAG) special fund by \$17,500.00 for the purpose of funding police training, travel expenses, overtime expenses, and investigative equipment to reduce gun and gang-related violent crime.

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Patron – Mayor Stoney

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Approved as to form and legality  
by the City Attorney

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PUBLIC HEARING: JAN 14 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds for the City of Richmond in the amount of \$17,500.00 from the Office of the Attorney General of Virginia for the purpose of funding police training, travel expenses, overtime expenses, and investigative equipment to reduce gun and gang-related violent crime.

§ 2. That Ordinance No. 2018-058, adopted May 14, 2018, which adopted the Special Fund Budget for the fiscal year commencing July 1, 2018, and ending June 30, 2019, and made

AYES: 8 NOES: 0 ABSTAIN:

ADOPTED: JAN 14 2019 REJECTED:  STRICKEN:

appropriations pursuant thereto, be and is hereby amended by increasing revenues from the funds accepted pursuant to section 1 of this ordinance by \$17,500.00, and increasing the amount appropriated to the Department of Police's Project Safe Neighborhood (OAG) special fund by \$17,500.00 for the purpose of funding police training, travel expenses, overtime expenses, and investigative equipment to reduce gun and gang-related violent crime.

§ 3. This ordinance shall be in force and effect upon adoption.



# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

O & R REQUEST

4-8317  
NOV 02 2018

Office of the  
Chief Administrative Officer

### O&R REQUEST

**DATE:** October 19, 2018

**EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor

**THROUGH:** Selena Cuffee-Glenn, Chief Administrative Officer

**THROUGH:** Lenora Reid, DCAO Finance and Administration

**THROUGH:** John B. Wack, Director of Finance

**THROUGH:** Jay A. Brown, Ph.D., Director of Budget and Strategic Planning

**FROM:** Alfred Durham, Chief of Police

**RE:** Acceptance of grant funds to support the Violent Gang and Gun Crime Reduction Program, also known as Project Safe Neighborhoods (PSN)

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer (CAO) to accept \$17,500 from the Office of the Attorney General (OAG) and appropriate the same to the FY2019 Special Fund Budget for the purpose of supporting training and travel, overtime initiatives, and investigative equipment.

**REASON:** The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) awarded the OAG a grant under the Violent Gang and Gun Crime Reduction Program, also known as Project Safe Neighborhoods (PSN). The OAG will provide \$100,000 in grants and federal asset forfeiture monies to the RPD to execute DOJ's mission and violent crime reduction strategy. This funding provides supplemental financial support for the Richmond Police Department's immediate law enforcement needs. Eighty-two thousand and five hundred dollars (\$82,500) was approved under Project Safe Neighborhoods (OAG) in the 2019 Special Funds Budget; therefore, \$17,500 must be added to the proposed grant funding from the OAG.

**RECOMMENDATION:** It is recommended that this funding is accepted and appropriated to the Richmond Police Department FY 2019 Special Fund Budget for Project Safe Neighborhoods (OAG).

**BACKGROUND:** On October 1, 2017, the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) awarded the Office of the Attorney General (OAG) a grant under the Violent Gang and Gun Crime Reduction Programs, also known as Project Safe Neighborhoods (PSN). The program furthers DOJ's mission and violent crime reduction strategy by providing support to state, local, and tribal efforts to reduce gun and gang-related violent crime.

**FISCAL IMPACT / COST:** These funds will increase the FY19 Special Funds Budget.

**FISCAL IMPLICATIONS:** The addition of these funds (\$17,500) will allow the Richmond Police Department an opportunity to financially support training and travel, overtime initiatives, and investigative equipment.

**BUDGET AMENDMENT NECESSARY:** Yes. This request amends the FY19 Special Fund Budget.

**REVENUE TO CITY:** The City of Richmond will add \$17,500 to the FY19 Special Funds Budget.

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** November 13, 2019

**CITY COUNCIL PUBLIC HEARING DATE:** December 10, 2018

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Public Safety and City Council Committee

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None.

**AFFECTED AGENCIES:** Department of Finance, Department of Budget and Strategic Planning and the Richmond Police Department

**RELATIONSHIP TO EXISTING ORD. OR RES.:** This amends the Special Fund Budget, Ordinance 2018-058.

**REQUIRED CHANGES TO WORK PROGRAM(S):** None.

**ATTACHMENTS:** Memorandum of Understanding (in lieu of the grant agreement), Special Fund Agency Detail, Special Fund Description by Agency

**STAFF:**

Alfred Durham, Chief of Police, [Alfred.Durham@richmondgov.com](mailto:Alfred.Durham@richmondgov.com)

William B. Friday, Deputy Director I, Richmond Police Department, [William.Friday@richmondgov.com](mailto:William.Friday@richmondgov.com)

Matthew E. Peanort, Program Manager, [Matthew.Peanort@richmondgov.com](mailto:Matthew.Peanort@richmondgov.com)

GiTonya L. Parker, Grants Manager, 804.646.7648, [GiTonya.Parker@richmondgov.com](mailto:GiTonya.Parker@richmondgov.com)

## MEMORANDUM OF UNDERSTANDING

### COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL AND RICHMOND POLICE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 1<sup>st</sup> day of August, 2018, by and between the COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL ("Commonwealth" or "OAG") and the RICHMOND POLICE DEPARTMENT ("Department" or "RPD").

1. **PURPOSE:** This Memorandum sets out the terms of an understanding between the OAG and the Department for the use of federal grant and asset forfeiture funds to help provide supplemental financial support for the Department's immediate law enforcement needs as outlined in the proposal submitted by the OAG. The OAG will provide \$100,000 in grant and federal asset forfeiture monies to the Department on a reimbursement basis to execute its responsibilities under the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA), Violent Gang and Gun Crime Reduction Program, also known as Project Safe Neighborhoods (PSN).

2. **TIME FRAME.** The grant received by the OAG has a project period of October 1, 2017 through September 30, 2019. The funds will be made available for reimbursement as of July 1, 2018. An extension may be requested.

3. **Background:** On October 1, 2017 the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) awarded the Office of the Attorney General (OAG) a grant under the Violent Gang and Gun Crime Reduction Program, also known as Project Safe Neighborhoods (PSN). This program furthers DOJ's mission and violent crime reduction strategy by providing support to state, local, and tribal efforts to reduce gun and gang-related violent crime.

The OAG grant is \$576,000 with \$500,000 coming from BJA and \$76,000 coming from the OAG Abbott asset forfeiture funds. The \$100,000 in RPD funds are budgeted and approved by the US Department of Treasury and the OAG to come out of Fund 0282, Abbott asset forfeiture funds.

For the purposes of this MOU, the sponsoring department within the City is the Richmond Police Department. The expenses being funded by this MOU are listed in the chart below, and are more thoroughly detailed in the grant proposal.

Programs	Department	Allocation
Training and travel	Richmond Police Dept.	\$15,000
Overtime	Richmond Police Dept.	\$50,000
Investigative Equipment		
Pole cameras	Richmond Police Dept.	\$35,000
	Total	\$100,000

4. **PROGRAM DESCRIPTION AND LOCATION:** The OAG is collaborating with the Richmond Police Department and with federal, state and local partners to focus on the community within police the City of Richmond. The grant is limited to this geographic area and was chosen due to existing program investment, strong indicators of citizen involvement, a high level of crime and level of gang activity and to coordinate a variety of strategies and partners to achieve our goal and objectives. The PSN Program seeks to reduce violent gun, gang, and violent crime in the City of Richmond through deterrence efforts aimed at potential offenders, the implementation of proven enforcement strategies to prevent and reduce gun and gang crimes, and prosecution of firearm, controlled substance, and violent crimes. The proposed PSN Program will harness the resources of federal, state, and local law enforcement in Richmond. The proposed effort will incorporate the five design features of PSN to reduce the gun and gang violence throughout the EDVA but with a focus on Richmond. The PSN partnership will use research-driven and intelligence-led approaches to identify the most violent offenders and neighborhoods in Richmond and then deploy combined resources to prevent, interdict, and suppress violent criminal acts by targeted offenders in those areas.
5. **COOPERATION WITH OAG.** The Department will work directly with the OAG PSN Coordinator to ensure that the purposes of this MOU are fulfilled. The Department will cooperate fully with the Programs Administration Manager or the PSN Coordinator, including facilitating on-site meetings between the PSN Coordinator and Department personnel and/or clients, and onsite observation by the PSN Coordinator of the goods and/or services provided under the MOU.
6. **COOPERATION WITH OTHER ENTITIES.** Michigan State University (MSU), under the direction of OAG and BJA, are providing training and technical assistance for the federal PSN program, the VCU/RAND Researchers are conducting strategic analysis and the evaluation of the federal program. The Department will cooperate with the evaluation of PSN, which will be performed by RAND and the OAG. The evaluation of PSN will document the process of program implementation and it will measure program outcomes and impact on the targeted communities. This evaluation will also capture information from comparable areas outside of the targeted communities to increase the ability to attribute observed changes to PSN program activities. MSU and the researchers are available for training and technical support pursuant to their affiliation with the federal grant program.
7. **REPORTING REQUIREMENTS.** The Department will be required to submit to the OAG quarterly progress reports and a cumulative final progress report. The OAG has developed a Worksheet form to be used for both quarterly and final reporting of case activities and other information. The Department may submit one report covering all programs under this MOU; however, the report should provide individual information on each program. The PSN Coordinator and OAG personnel will assist the Department with these reports.

The federal grant quarters and their associated report due dates are as follows:

**Federal Grant Quarter:**

July 1 through September 30  
 October 1 through December 31  
 January 1 through March 31  
 April 1 through June 30

**Report Due No Later Than:**

October 31  
 January 31  
 April 30  
 July 31

A. The Department shall submit to the OAG PSN Coordinator quarterly progress reports prior to the report due dates listed above. Quarterly reports are to include the following information for each program funded hereunder:

- Number of homicides with a firearm experienced from during the reporting period. Combined number of homicides, aggravated assaults, and robberies that were committed with a firearm during the reporting period.
- The total number of gang-related homicides that occurred from during the reporting period.
- The total number of aggravated assaults that occurred during the reporting period.
- The total number of gang-related aggravated assaults that occurred during the reporting period.
- The total number of gang-related robberies that occurred during the reporting period.
- The total number (gang-related and non- gang-related) of homicides, aggravated assaults, and robberies that occurred during the reporting period.
- The specific accomplishments achieved during the reporting period.
- The specific tasks completed pursuant to the provisions of this MOU and the completion dates of such tasks.
- The projected completion dates for the remaining specific tasks required by this MOU.
- The report should also contain an explanation of barriers that prevent, or may prevent, the meeting of objectives outlined in the attached description. Possible solutions for overcoming such barriers shall also be included and when possible the signature of the person compiling the data.

B. The Department shall submit a cumulative final report prior to September 30, 2019. At least two weeks prior to this date, the Department shall present a preliminary draft of the final report. The final report shall include the information required in quarterly progress reports. The OAG shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the MOU.

8. **SUBCONTRACTS.** In the event that the Department desires to subcontract part of the work specified herein, the Department shall furnish the OAG with the names, qualifications and experience of their proposed subcontractors. The Department shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the subgrant. The Department shall ensure that the subcontractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services without prior written consent of the Commonwealth.

9. **PAYMENT.** This is a reimbursement grant. Invoices may be submitted on a weekly basis. The OAG will reimburse RPD within 30 days of receipt of a proper invoice showing actual expenditures with attached supporting documentation (if applicable). The OAG reserves the right to not reimburse items not specifically outlined in the grant. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the OAG shall promptly notify RPD in writing, as to those charges which it considers unreasonable and the basis for the determination.
10. **SUPPLANTING:** The Department agrees that funds made available under this agreement will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for law enforcement activities related to PSN. Federal funds must be used to supplement existing funds for program activities and must not replace funds that have been appropriated for the same purpose.
11. **RECORDKEEPING AND AUDITS:** The Department will maintain complete records concerning all requests for and all payments made by the OAG, and report on the covered activities on an annual basis. The Department shall retain all books, records, and other documents relative to expenditures permitted by this MOU in accordance with record retention policy and/or Federal and State Auditing Guidelines. The OAG, its authorized agents, and/or state auditors shall have access to and the right to examine any of said materials related to the funds during said period. The Department will cooperate in any audit of the fund by the Virginia Auditor of Public Accounts or the United States Department of Treasury.
12. **PREVAILING LAW:** This MOU shall be construed, interpreted and enforced according to the laws of the Commonwealth of Virginia.
13. **MODIFICATIONS/TERMINATION:** Any amendments to or modifications of this MOU must be in writing and signed by the parties. RPD may terminate its responsibilities under this MOU by providing written notice to the OAG.

**NOTICES.** The address for the parties is as follows:

**For the OAG:**

Mark Fero  
Office of the Virginia Attorney General  
900 East Main Street  
Richmond, VA 23219  
E-mail: [mfero@oag.state.va.us](mailto:mfero@oag.state.va.us)  
Phone: (804) 786-7257

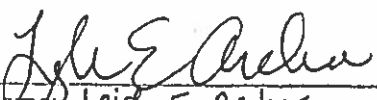
**For the Department:**

David Mitchell  
Richmond Police Department  
200 W. Grace Street  
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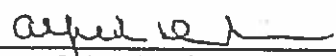
Witness the following signatures:

COMMONWEALTH OF VIRGINIA,  
OFFICE OF THE ATTORNEY GENERAL

  
Name: Leigh E Archer  
Title: Director of Administration

August 13, 2018  
Date

RICHMOND POLICE DEPARTMENT, VIRGINIA

  
Name: Colonel Alfred Durham  
Title: Chief of Police

16 July 18  
Date