

**MEMORANDUM OF UNDERSTANDING**  
**COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL**  
**AND**  
**CITY OF HAMPTON**

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THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made the 7<sup>th</sup> Day of March by and between the COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL ("Commonwealth" or "OAG") and the CITY OF HAMPTON ("CITY").

1. **PURPOSE:** This MOU sets out the terms of an understanding between the OAG and the CITY for the use of funds to support law enforcement and community-based gun violence prevention initiatives at the Chief's discretion.
2. **TIME FRAME:** These funds shall be spent prior to June 30, 2024.
3. **BACKGROUND:** On August 9, 2021, the OAG was allocated \$2.5 million in American Rescue Plan Act (ARPA) funding through the Virginia General Assembly to address community-based gun violence prevention programming. The OAG has designated a portion of these funds for police departments to support the implementation of data-informed strategies that will result in reduced gun violence in local communities disproportionately affected by gun violence.
4. **TERMS AND CONDITIONS:**
  - a. Upon receipt of signed memorandum of agreement, the OAG will award the City \$300,000.
  - b. The CITY will use the funds for the police department to reduce violent crime. The locality's Youth and Gang Violence Community Assessment (survey) funded through the VA Department of Criminal Justice Services (DCJS) may be used to inform programming. Funds may be used for equipment, new program implementation , training or existing program enhancement.
  - c. The CITY will sign and abide by the OAG General Grant Conditions and Assurances.
  - d. The CITY assures that funds received from the OAG will be used strictly to support data-informed violence reduction initiatives and programming by the police department. These projects should be community informed and law enforcement led. The CITY shall submit a proposal, itemized budget and budget narrative to the OAG for approval.

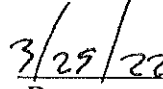
- e. Upon approval by the OAG of the project proposal, the CITY shall begin spending grant funds in accordance with the approved budget. The CITY agrees that no substitutions or modifications shall be made to the CITY's proposal without prior approval by the OAG. The ARPA General Conditions and Regulations require quarterly financial and may include bi-annual progress reports. Funds may be distributed in a lump sum payment or on a reimbursement basis to be determined by the City, Chief, and Director of Programs.
  - f. The OAG will reimburse the CITY within 30 days of receipt of a proper invoice. Invoices for equipment shall be submitted by the CITY and shall identify the specific items being paid for. Where applicable, copies of receipts, for goods and/or services shall be attached to the invoice. Purchases must be reasonable charges and within the federal and state guidelines against the subgrant funds and will be reimbursed at the agreed amount or the actual cost, whichever is lower.
  - g. The CITY shall submit quarterly financial and may submit bi-annual progress reports, and a final after-action report as well as a final financial report. All funds must be expended on or before June 30, 2024. Funds not spent by June 30, 2024, will be returned to the OAG or forfeited. The after-action report and final financial report are due by November 1, 2024, within 4 months of when the funds have expired or project completion, whichever occurs first. Violation of the terms or conditions may result in the termination of current and future funds.
5. SUPPLANTING: The CITY agrees that funds made available under this transfer 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 violent crime reduction activities. These funds must be used to supplement existing funds and must not replace funds that have been appropriated for the same purpose.
  6. RECORDKEEPING AND AUDITS: The CITY will maintain complete records concerning all expenditures and all payments made by the CITY. The CITY shall retain all books, records, and other documents relative to expenditures permitted by this MOU for three (3) years, or until audited by the Commonwealth of Virginia, whichever is sooner. The OAG, its authorized agents, and/or state auditors, may require access to and the right to examine any of said materials during said period. The CITY will cooperate in any audit of the funds by the U.S. Department of Treasury or the OAG.
  7. PREVAILING LAW: This MOU shall be construed, interpreted and enforced according to the laws of the Commonwealth of Virginia.
  8. MODIFICATIONS: Any amendments to or modifications of this MOU must in writing and signed by the parties.

Witness the following signatures:

**COMMONWEALTH OF VIRGINIA,  
OFFICE OF THE ATTORNEY GENERAL**

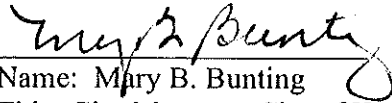


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Name: Charles Slemp  
Title: Chief Deputy Attorney General

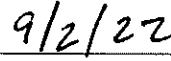


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Date

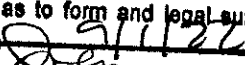
**CITY OF HAMPTON**



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Name: Mary B. Bunting  
Title: City Manager, City of Hampton



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Date

**CITY OF HAMPTON  
OFFICE OF THE CITY ATTORNEY**  
Approved as to form and legal sufficiency  
Date:   
\_\_\_\_\_  
City Attorney