

MEMORANDUM OF UNDERSTANDING

COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL AND CITY OF HAMPTON, VIRGINIA POLICE DEPARTMENT

PROGRAM: VIRGINIA RULES CAMP

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this thirtieth day of May 2018, by and between the COMMONWEALTH OF VIRGINIA, OFFICE OF THE ATTORNEY GENERAL (“Commonwealth” or “OAG”) and the HAMPTON POLICE DEPARTMENT, HAMPTON, VIRGINIA (“CITY”).

1. **PURPOSE:** This Memorandum sets out the terms of an understanding between the OAG and the City for the use of federal asset forfeiture funds to support a replication of Virginia Rules Camp (“Camp”). The City will sponsor, organize, and present a Virginia Rules Camp during August 2018 in or near Hampton, Virginia. The purpose of Virginia Rules Camp is to provide camp participants a basic understanding of the state statutes that govern socially acceptable behavior in the home, in school, and in the community. In addition to learning the Virginia Rules curriculum, young people enjoy traditional camp activities with law enforcement officers as mentors for one week during the summer to help them build pro-social skills.

2. **TERMS AND CONDITIONS:** The Program will be administered by the City, pursuant to the procedures set forth below.
 - The City shall secure Camp a location near Hampton, Virginia.
 - The City will secure needed liability insurance for all City-provided camp staff and volunteers.
 - The City will focus its recruitment efforts on rising middle school-age youth.
 - The City will secure needed permits, equipment, and transportation needed to comply with state and local regulations for the event.
 - The City is responsible for ensuring that any City personnel or volunteers participating in Virginia Rules Camp undergo a criminal background check, as well as for conducting background checks on any subcontractor personnel.
 - The City is responsible for the transportation of campers to and from the Camp.
 - The City agrees to hold Virginia Rules Camp in 2018.
 - The City may use as a guide the “Virginia Rules Camp: How to Host a Camp” manual and other materials provided as a guideline for determining the camp’s itinerary, entertainment, and program participants.
 - In advance of the start date of the Camp, the City will create a schedule of planned daily activities for each day of Camp.
 - The City will use funding for school supplies, guest speaker(s), transportation, giveaways, and Camp activities and supplies used during the event.

- The City will provide staff needed for the event.
- The City shall have an emergency plan in place in the case of inclement weather or other emergencies.
- The City agrees that at least three (3) modules from the Virginia Rules Program curriculum, available at www.virginiarules.org, are taught at the Camp.
- The City will provide a final After Action Report (AAR) to the OAG to include a camp summary, pre- and post-test results, feedback from staff, parents, and students, photos (if available), and lessons learned to aid future camp planning. This AAR should be submitted to the OAG with the City's invoice for reimbursement.

5. **PROGRAM FUNDING:** This is a reimbursement grant. The OAG agrees to reimburse a maximum of **\$5,000.00** to the City for the costs associated with Virginia Rules Camp within 30 days of receipt of a proper invoice or delivery of service, whichever is later. All invoices must be accompanied by pertinent receipts for which reimbursement is requested.

The OAG reserves the right to not reimburse items for which it is determined that the service was not reasonably required under the grant. If there is a question on the part of the City as to the appropriateness of the purchase, written approval must be sought from the OAG prior to the purchase being made. 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 the City, in writing, as to those charges which it considers unreasonable and the basis for the determination.

6. **PROGRAM GOALS AND TARGETS:** The effectiveness of the event will be determined by the City assessing attendance, program recruitment, and Camp participants completion of the week-long program.
7. **TIME FRAME:** The City is hereby awarded a grant and will be expected to begin providing services within thirty (30) days of the effective date of the MOU. Funds for the 2018 Virginia Rules Camp must be spent by September 15, 2018.
8. **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 law enforcement activities. Federal asset forfeiture funds must be used to supplement existing funds for program activities and must not replace funds that have been appropriated for the same purpose.
9. **RECORDKEEPING AND AUDITS:** The City will maintain complete records concerning all requests for disbursements from the federal asset forfeiture fund, and all payments made from the fund, and report on the covered activities on an annual basis. The City 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, for a minimum of five (5) years after final payment. The OAG, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The City will cooperate in any audit of

the fund by the Virginia Auditor of Public Accounts or the United States Department of Treasury.

10. **PREVAILING LAW:** This MOU shall be construed, interpreted and enforced according to the laws of the Commonwealth of Virginia.
11. **MODIFICATIONS:** Any amendments to or modifications of this MOU must be in writing and signed by the parties.
12. **TERMINATION:** If at any time that the OAG may determine in its sole discretion that it wishes to change or terminate this MOU, any modifications or termination notice shall be in writing. No charges incurred after date of termination will be reimbursed.
13. **CONFIDENTIALITY:** The City shall ensure that information and data obtained as to personal facts and circumstances related to participants will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the OAG's written consent. Any information to be disclosed, except to the OAG, must be in summary, statistical, or other form which does not identify particular individuals.
14. **CONTACTS:** The address for the primary contacts for each of the parties is as follows:

For the OAG:


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For the City:

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Witness the following signatures:

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



Name: Leigh E. Archer
Title: Director of Administration

5-30-18

Date

**CITY OF HAMPTON, VIRGINIA
POLICE DEPARTMENT**

Name: Terry L. Sult
Title: Chief of Police

Date