



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

COPS

Chief of Police Andrew Hall
City Manager Wilma Quan
Fresno, City of
P.O. Box 1271
Fresno, CA 93715

Re: COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA)
Award Number: 2020MHWXK011
Project Title: Fresno Peer Support Project
ORI: CA01005

Dear Chief of Police Hall and City Manager Quan:

On behalf of the Attorney General of the United States, William Barr, and the Office of Community Oriented Policing Services (COPS Office), it is my pleasure to inform you that we have approved your proposal for the Fresno Peer Support Project through the Law Enforcement Mental Health and Wellness Act (LEMHWA) program in the amount of \$98,624.00. The COPS Office recognizes and appreciates your commitment to this very important initiative.

Contained in this packet is the Award Document, which shows an official award start date of 09/01/2020. The Award Document contains terms, conditions, and requirements for your award. Be sure to familiarize yourself with all terms, conditions, and requirements before signing and accepting your award. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the U.S. 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 as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. **To officially accept the award, electronically sign the Award Document with the Award Terms and Conditions; the Cooperative Agreement that is incorporated by reference into the Award Document; and, if applicable, the Special Award Conditions, High Risk Conditions or both in the Award Document Supplement via the Account Access tab in the COPS Office website at www.cops.usdoj.gov.**

The awarded Government Executive/Financial Officer (GE/FO) will need to establish an electronic signature in NexGen in order to electronically sign important documents in the grant management process and accept the award. Please contact the COPS Office Response Center at 800-421-6770 or send an email to askCopsRC@usdoj.gov to learn more about the award acceptance process and establish e-signatures.

Please note that the Account Access tab will link to additional award acceptance guidance after September 22, 2020. After this date, the NexGen Agency Portal Login will also no longer be available.

Recipients that have not signed the award document prior to September 22, 2020, will be required to complete the award acceptance process and all future award management activities in the Department of Justice's [Justice Grants System \(JustGrants\)](#) which will launch on October 15, 2020. To accommodate this transition, the COPS Office has extended the award acceptance period from 45 to 65 days from the date of this letter.

A supplemental online award package for FY 2020 LEMHWA award recipients can be found at <https://cops.usdoj.gov/lemhwa>. We strongly encourage you to visit this site immediately to access a variety of

important and helpful documents associated with your award, including the LEMHWA Award Owner's Manual which applies to all LEMHWA awards and specifies the terms, conditions, and requirements of your award. If you have any questions about your award, please do not hesitate to call your Program Manager Toni Morgan at 202-616-7174 or Toni.Morgan-Wheeler@usdoj.gov.

I want to extend my personal appreciation for your efforts and congratulate you on this award. On behalf of the staff at the COPS Office, we look forward to your progress on this important project.

A handwritten signature in black ink that reads "Phillip E. Keith". The signature is written in a cursive style with a long, sweeping tail on the letter "K".

Phillip E. Keith, Director,

Date: 08/13/2020

Additional Award Notification

participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice
Office of Community Oriented Policing Services

**2020 Law Enforcement Mental Health and Wellness Act Program
Award Terms and Conditions**

By signing the Award Document to accept this Law Enforcement Mental Health and Wellness Act 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 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, 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 program-specific 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(g), 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. Supplementing, Not Supplanting. State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

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 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, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

7. Evaluations. The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

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 semi-annual 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 community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity 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 statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. 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 may 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. 34 U.S.C. § 10385(a) 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 (EEO Plan). 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 C.F.R. § 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 <https://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 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 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 C.F.R. § 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 <https://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 <https://www.frs.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. § 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. § 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 <https://www.sec.gov/answers/excomp.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 C.F.R. §

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 <https://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 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 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 C.F.R. § 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, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) 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. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM, and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. 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, 2020, Public Law 116-93, Division C, Title VII, Section 742.

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 (FAPIS)) 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. Citizenship and Immigration Status Communications

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award

funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.[neac1]

26. 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, 2020, Public Law 116-93, Division B, Title V, Section 527.

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

28. 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).

29. 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 federal award number 2020MHWXK011 awarded to Fresno, City of 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.”

30. 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.

31. 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.

32. Human Subjects Research. The recipient agrees to comply with the provisions of the U.S. Department of Justice’s common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

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 federal award 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.”



Financial Clearance Memorandum

COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA) Program

To: Chief of Police Hall and City Manager Quan:

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#: CA01005 Award #: 2020MHWXK011

Budget Category	Proposed	Approved	Change
B. Civilian and Non-Sworn Personnel	\$56,222.40	\$56,222.40	\$0.00
<i>Salary:</i>	\$53,040.00	\$53,040.00	\$0.00
<i>Benefits:</i>	\$3,182.40	\$3,182.40	\$0.00
C. Equipment and Technology	\$0.00	\$0.00	\$0.00
D. Supplies	\$16,416.00	\$13,840.00	-\$2,576.00
E. Travel, Training, and Conferences	\$0.00	\$0.00	\$0.00
F. Contracts and Consultants	\$25,112.00	\$25,112.00	\$0.00
G. Other Costs	\$2,250.00	\$3,450.00	\$1,200.00
H. Indirect Costs	\$0.00	\$0.00	\$0.00

B. Civilian and Non-Sworn Personnel

Item	Cost	Qty	Total	Change	Reason
Police Cadet	\$56,222.40	1	\$56,222.40	\$0.00	
<i>Salary:</i>	\$53,040.00		\$53,040.00	\$0.00	
- Year1:	\$26,520.00		\$26,520.00	\$0.00	
- Year2:	\$26,520.00		\$26,520.00	\$0.00	
<i>Benefits:</i>	\$3,182.40		\$3,182.40	\$0.00	
- Year1:	\$1,591.20		\$1,591.20	\$0.00	

- Year2: \$1,591.20 \$1,591.20 \$0.00

C. Equipment and Technology

Item	Cost	Qty	Total	Change	Reason
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D. Supplies

Item	Cost	Qty	Total	Change	Reason
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Books - Emotional Survival for Law Enforcement	\$10.00	1,000	\$10,000.00	\$0.00	
Copy paper	\$45.00	8	\$360.00	\$0.00	
Office supplies	\$40.00	24	\$960.00	-\$1,376.00	
Printer	\$400.00	1	\$400.00	\$0.00	
Toner	\$125.00	4	\$500.00	\$0.00	
External hard drive	\$60.00	2	\$120.00	\$0.00	
Microsoft Surface Pro 7	\$1,500.00	1	\$1,500.00	\$0.00	

E. Travel, Training, and Conferences

Item	Cost	Qty	Total	Change	Reason
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F. Contracts and Consultants

Item	Cost	Qty	Total	Change	Reason
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Stress training	\$650.00	1	\$650.00	\$0.00	
Burnout training	\$650.00	1	\$650.00	\$0.00	
Coping training	\$650.00	1	\$650.00	\$0.00	
Critical Incident Stress Management Course	\$50.00	16	\$800.00	\$0.00	
Wellness on the Frontline 2021 Training	\$1,678.00	2	\$3,356.00	\$0.00	
Wellness on the Frontline 2022 Training	\$1,678.00	2	\$3,356.00	\$0.00	
Program Coordinator - program assistance training	\$759.00	1	\$759.00	\$0.00	

Program Coordinator - program assistance training 2021	\$247.00	1	\$247.00	\$0.00
Program Coordinator - program assistance training 2022	\$244.00	1	\$244.00	\$0.00
Resiliency Trainings	\$1,800.00	8	\$14,400.00	\$14,400.00

G. Other Costs

Item	Cost	Qty	Total	Change	Reason
Fresno Police Department Regional Training Center - room rental fees	\$250.00	5	\$1,250.00	\$0.00	
Logistics and venue fee for Resiliency Training	\$250.00	4	\$1,000.00	\$0.00	
AT&T Wi-Fi	\$50.00	24	\$1,200.00	\$1,200.00	

H. Indirect Costs

Item	Cost	Qty	Total	Change	Reason
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Notes:

N/A

Total Budget Costs: 98,624.00	Federal Share: 98,624.00	Applicant Share: 0.00
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Budget Cleared Date: 09/10/2020

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:

N/A

copy





Cooperative Agreement
Award Number 2020MHWXK011
Fresno, City of
CA01005

I. Statement of authority

This cooperative agreement between the Fresno, City of ("recipient") and the U.S. Department of Justice Office of Community Oriented Policing Services ("COPS Office") is hereby entered into under the authority of 34 U.S.C. 10381et seq. The purposes of this cooperative agreement are described below.

II. Statement of background and purpose

A. Background:

In looking at deaths, stepping back from specifically "Line of Duty Deaths" and examining the results for all officer deaths, several different studies related to officer deaths list the number one cause of officer death as suicide. When similar studies showed a different result, suicide was the second highest ranking in those studies. According to a study conducted by Badge of Life in 2008, the police suicide rate was 55% higher than the national average however, that figure has dropped dramatically to the current rate of 8%. This was largely due to the implementation of Wellness Programs in law enforcement agencies throughout the nation.

The Fresno Police Department's Employee Services program has had a long commitment to Officer Wellness. The three pillars of the program are the Fresno Police Department (FPD), the Fresno Police Officers Association (FPOA), and the Fresno Police Chaplaincy (FPC). The key components of the wellness program are the Department managed Employee Assistance Program (EAP), the FPOA managed Companion Officer (peer support) Program (COP), and the Chaplaincy managed Resiliency Program. In addition, the FPOA recently implemented a web based mobile application, Companion, Awareness, Resources, Education, Support (C.A.R.E.S.). FPD recognizes that due to budget constraints, smaller agencies typically have limited to no support programs to assist officers experiencing problems that affect their health and work performance. Helping smaller agencies build such programs would benefit the affected officers, the communities they serve and the agencies.

B. Primary objective:

The Fresno Police Department is recognized by several other agencies in California for having a very strong and effective companion officer (peer support) program. The Fresno Police Department (FPD) will use COPS funding to enhance and expand its current Employee Services Programs and to coordinate trainings using existing and new Subject Matter Experts (SMEs). The program will be available 24 hours a day, 7 days a week to all sworn and non-sworn members of the police department who have been involved in critical incidents or have experienced work related stress, off duty related issues such as relationships and family life, or any type of issue that could cause stress. The FPD peer support program will offer a minimum of 18 trainings spanning from crisis intervention, burnout and resiliency. Trainings will be delivered to multi-jurisdiction and multi-disciplinary agencies within California.

III. Scope of Work

For a period hereinafter set forth, the COPS Office and the recipient will cooperatively furnish the necessary personnel, travel, supplies, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of functional objectives) as set forth here:

A. Specifically, the COPS Office will do the following:

1. Designate a program manager to participate in the planning and management of this cooperative agreement and to coordinate project activities.
2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the program manager.
3. Provide guidance to the recipient in the planning and development of strategies used in the project and in the coordination of the project with law enforcement agencies and organizations interested in contributing their support.
4. Work with the recipient to meet the designated project tasks and timelines.
5. Review and approve required reports specific to each cooperative agreement, which may include periodic progress and financial reports, deliverables, evaluations, and other documentation requiring COPS Office approval for successful award administration.
6. Review and approve all training processes and deliverables including newly developed in-person or online training, pre-existing in-person or online training, all supplemental and additional resources, all trainers, and all marketing efforts.
7. Review and approve all project deliverables including innovation and pilot program publications, microgrant project publications, partnerships project publications, and all



multimedia deliverables and marketing efforts.

8. Review and approve all proposed changes in key staff assignments to the project and any significant changes in the partner's and/or subrecipient's role or responsibilities.

9. Review and approve all proposed writers of any project deliverables.

10. Review and approve all subject matter experts (SME) and their assignments to any project deliverable.

11. Review and approve all subrecipients and formal partners.

12. Permit the recipient to copyright any work that is subject to copyright and was developed or for which ownership was acquired under this cooperative agreement 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 license applies to (1) the copyright in any work developed under this cooperative agreement including any related subaward or contract and (2) any rights of copyright to which the recipient, including its subrecipient or contractor, purchases ownership with support from this cooperative agreement. In addition, the COPS Office may make any work that was developed or purchased under this cooperative agreement publicly available by any means without restriction, including on a U.S. Department of Justice website or social media account, as a hard copy, or in electronic form. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this cooperative agreement as U.S. Department of Justice resources.

B. Specifically, the recipient will do the following:

1. Designate a project officer to work closely with the COPS Office and its designated program manager to achieve the tasks specified in this cooperative agreement. The project officer must be an employee (not a contractor or consultant) of the recipient organization and have the authority to propose and approve modifications pursuant to Section VIII. of this cooperative agreement.

2. Be responsible for acquiring the rights, and ensuring that its subrecipients, contractors, and authors acquire the rights - including the payment of required fees, to use copyrighted material for inclusion in deliverables that are developed under this cooperative agreement. All licensing, publishing or similar agreements with a copyright holder, publisher or other relevant party must include provisions giving the COPS Office a royalty-free, non-exclusive, 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. If recipient retains a contractor or consultant to author or co-author a work under this cooperative agreement, the recipient must ensure that there is a written agreement with the contractor or consultant that either explicitly: (1) assigns and transfers all rights to the copyright in the work to the recipient for the full term of copyright or, if a copyright transfer is not feasible, (2) awards the COPS Office the same royalty-free, nonexclusive and irrevocable license to use, and authorize others to use, the work for Federal Government purposes as outlined in this cooperative agreement.

3. Represent and warrant that all deliverables under this cooperative agreement were produced in a manner that does not knowingly infringe upon or misappropriate the intellectual property rights, or violate the right to privacy, of any third party. The recipient will be responsible for defending or settling at its own expense any and all third party claims and liabilities arising out of or in connection with any infringement action related to work that was developed or for which ownership was acquired, under this cooperative agreement.

4. Provide further detail on project plans as requested by the program manager.

5. Adhere to the requirements or tasks specified in this cooperative agreement and not deviate from them unless requested adjustments are first presented to and approved by the program manager.

6. Submit for prior approval or disapproval to the program manager any proposed changes in key staff assignments to this project and any significant changes in any partner's and/or subrecipient's role or responsibilities.

7. Submit for prior approval to the program manager proposed writers of any project deliverables. The program manager will need to review each writer's resume and writing sample before approving the writer.

8. Submit for prior approval to the COPS Office program manager proposed SMEs to be used on the project. The COPS Office program manager will review each SME's resume before approving the SME.

9. Obtain written approval from the COPS Office prior to obligating, expending, or drawing down cooperative agreement funds for the award of noncompetitive contracts for goods or services (including equipment purchases) in excess of \$250,000. See 2 C.F.R. § 200.324(b) (2).

10. Ensure that all proposed deliverables and publications follow and are in accordance with



the COPS Office Editorial and Graphics Style Manual, which includes that all nonoriginal work should be credited as appropriate.

11. Submit one copy of all reports and proposed products and deliverables (written, visual, or sound; curricula, reports, or websites) or computer programs resulting from this cooperative agreement to the program manager at least 90 days prior to public release to allow for COPS Office review and feedback.

12. Include the following statement for all products and deliverables developed under this cooperative agreement (including written, visual, sound, websites, or any other format):

This project was supported, in whole or in part, by federal award number 2020MHWXK011 awarded to [entity] 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), contributors, 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 this publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity.

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 federal award 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.

13. Contact the program manager to determine if revenue generated from your award constitutes program income. Program income must be used to defray program costs and reduce the federal share of the project. See 2 C.F.R. § 200.307. In some cases, the recipient can work with the program manager to identify additional project-related allowable costs that could be supported by program income.

14. Forego any profit or management fee. See 2 C.F.R. § 200.400(g).



15. Ensure that all electronic and information technology deliverables (websites and web-based information, video and multimedia products, software applications and operating systems, and telecommunication products) are developed and produced in a format that is accessible and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d). Specifically, video should contain closed-captioning and audio description options. Electronic publications should be created in HTML, PDF fully tagged, or accessible text file format, and all web sites must be fully compliant with section 508 accessibility standards. For more information on section 508 accessibility requirements, consult <https://www.section508.gov/>.

16. If developing and/or delivering online and/or in-person training under this cooperative agreement, the COPS Office Curriculum Standards, Review, and Approval Process Guide, COPS Office Instructor Quality Assurance Guide, and the Video Development Process Guide must be followed. Courses already in existence that are part of this cooperative agreement must also comply with the aforementioned guides. A copy of these guides will be supplied electronically to you by the program manager, and they are also located on the COPS Office website for download at <https://cops.usdoj.gov/training>. All online and in-person courses (new development and pre-existing courses) must be reviewed and approved by the COPS Office prior to delivery.

17. Report training data to the COPS Office by submitting all required training fields through the Online Training Tracker. The Tracker can be accessed through the Agency Portal on the COPS Office website at <https://portal.cops.usdoj.gov/> or through the “Account Access” tab in the upper right corner of the COPS Office website homepage. All training data submissions must comply with the quarterly reporting dates unless otherwise directed by the program manager. Quarterly reporting dates are January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31. For a complete list of training data collection and submission requirements, contact your program manager or log into your account through the “Account Access” tab.

18. If developing or launching online courses under this cooperative agreement, ensure that online courses developed are compatible with the current platform used in the COPS Office Training Portal. Prior to the development of the online course, the recipient must receive guidance and work with the COPS Office to ensure compatibility. Online courses developed through this cooperative agreement must be reviewed and approved by the COPS Office prior to launching the course. Any pre-existing online courses being sponsored by the COPS Office under this cooperative agreement must also be reviewed and approved by the COPS Office before using the COPS Office-sponsorship with the courses.

19. At the request of the COPS Office, submit all website(s) and web-based information



developed through this cooperative agreement to the COPS Office. The information will be submitted in a format that will enable the COPS Office to reproduce the website(s) and web-based information on alternative web-based platforms.

20. If required, 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.

21. Agree to cooperate with the monitor or evaluator if monitoring or an evaluation of this project is to be undertaken by the COPS Office or a third party, and in consultation with the COPS Office, agree to make reasonable adjustments to programs and activities in recognition of significant points of evaluation or feedback and to remedy any violations of the terms and conditions of this award.

22. Be responsible for the development, approval, and oversight of any subawards. See 2 C.F.R. §§ 200.330 - 200.332. The recipient will ensure that the award terms and conditions flow down to its subrecipients including all applicable uniform administrative requirements, costs principles, and audit requirements set forth in 2 C.F.R. Part 200. See 2 C.F.R. § 200.101(b)(1). The recipient will also ensure that subrecipients maintain effective control and accountability over all funds, property and other assets covered by subawards and that each subrecipient establishes and uses internal fiscal and program management procedures sufficient to prevent fraud, waste, or abuse.

23. At the request of the COPS Office, work to develop a marketing plan to increase the visibility of the project and any accompanying outcomes or deliverables. The recipient will coordinate any marketing activities with the COPS Office.

24. Obtain approval from the COPS Office prior to conducting any public communication activities (in any format including conference panel submissions, press statements, website and social media content) related to this project or to the COPS Office.

25. Work closely with your program manager to respond to peer reviewer, vetting, and other COPS Office staff comments on all deliverables within 30 days of receipt unless otherwise directed.

26. Obtain written approval from the COPS Office prior to entering into any contract, agreement, or other obligation for costs related to any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award. Submit the Conference



Cost Request/Reporting Form (CCR) at least 90 days prior to event to the Conference Cost Request mailbox at COPS.Conferencecosts@usdoj.gov and copy your program manager. Contact your program manager to obtain the CCR form. The document will have you break out each event or training deliveries and ensures that all costs comply with current guidelines and policies on event or training planning, food and beverages, and minimizing costs. Training or events should not be scheduled or delivered prior to receiving notice from your program manager that the CCR is approved. For more information on allowable costs for conferences and training, please see the current version of the DOJ Grants Financial Guide in effect at the time of the award available at <https://ojp.gov/financialguide/DOJ/index.htm>.

27. Ensure that all conference or similar event costs comply with current and future guidelines and policies that you receive from the COPS Office on conference planning, food and beverages, minimizing costs, and conference cost reporting.

28. Provide the program manager with the following information within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, if the total cost of which exceeds \$20,000 in award funds:

- Name of the event
- Event dates
- Location of event
- Number of federal attendees
- Number of nonfederal attendees
- Costs of event space, including rooms for breakout sessions
- Costs for audio visual services
- Other equipment costs (e.g., computer fees, telephone fees)
- Costs of printing and distribution
- Costs of meals provided during the event
- Costs of refreshments provided during the event
- Costs of event planner
- Costs of event facilitators
- Any other direct costs associated with the event

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- Meals and incidental expenses (M&IE portion of per diem)
- Lodging
- Transportation to or from event location (e.g., common carrier, privately owned vehicle (POV))

- Local transportation (e.g., rental car, POV) at event location
- Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

29. If applicable, submit all approved indirect cost rates covering the award period to the COPS Office within 30 days of approval from the cognizant federal agency.

If a provisional indirect cost rate is in effect at award closeout, the recipient will proceed with closeout and complete an expenditure analysis upon receipt of the approved final indirect cost rate to determine if an adjustment is necessary. If the recipient drew down excess COPS Office funding for indirect costs, the recipient must return the overpayment to the COPS Office. If the recipient incurred additional indirect costs, the recipient may request a budget modification if the award is still open and there are remaining award funds available for drawdown. If the recipient returns or draws down COPS Office funding, the recipient will promptly submit a revised final Federal Financial Report (SF-425).

The recipient should pay particular attention to the following two areas listed below to ensure that their application of indirect cost rate is in compliance with the existing requirements of the government-wide award rules set out by the Office of Management and Budget (OMB):

a. \$25,000 Subcontract/Subaward Limitation: Indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference related subcontracts and subawards, including those with hotels and travel agents. See 2 C.F.R. § Part 200, Appendix III.C.2 (Indirect costs – Institutions of Higher Education); 2 C.F.R. § Part 200, Appendix IV.B.2c (Indirect costs – Nonprofit Organizations); or 2 C.F.R. § Part 200, Appendix VII.C.2c (Indirect costs – States, Local Governments, and Indian Tribes).

b. Participant Support Costs: Participant support costs are generally excluded from the distribution base. Therefore, indirect costs may not be applied against participant support costs. Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. See 2 C.F.R. § 200.75. This exclusion applies to the entirety of any subcontracts for the lodging and travel of conference participants or trainees (but not employees). Costs related to contractors of the recipient who are acting in the capacity of a "Conference Trainer/Instructor/Presenter/Facilitator" are considered participant support costs.

For more information on allowable costs for conferences and training, please see the current version of the DOJ Grants Financial Guide in effect at the time of the award available at



<https://ojp.gov/financialguide/DOJ/index.htm>.

If the recipient has never received a federally approved indirect cost rate, it may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) in lieu of negotiating a rate with the cognizant federal agency. See 2 CFR § 200.414(f).

30. Notify and consult with the COPS Office prior to establishing a formal partnership with any nonfederal entity, including soliciting and accepting free goods or services, on activities under this cooperative agreement.

31. Unless authorized by the COPS Office, the recipient and its subrecipients and contractors will not disclose any project-related confidential information, including nonpublic, personally identifiable, or sensitive law enforcement information collected from interviews; peer-to-peer exchanges; direct observation notes; data analysis; research; or working papers. The recipient will also ensure that its subrecipients and contractors properly safeguard and dispose of all project-related records in any format containing confidential information during and after performance to protect against the unauthorized access to or disclosure of such information. Any unauthorized disclosure of project-related confidential information or records may result in termination of the recipient's—including its subrecipient's and contractor's—involvement in project activities.

32. Obtain written approval from the COPS Office prior to adding any new subaward or subrecipient that was not previously included or identified in the last approved project budget. See 2 C.F.R. § 200.308(c)(1)(vi).

C. The recipient acknowledges the following:

1. If any part of the funded project contains research or statistical activities that involve human subjects who are not covered by an exemption set forth in 28 C.F.R. § 46.101(b), the recipient must comply with the requirements in the U.S. Department of Justice's common rule regarding the Protection of Human Subjects, 28 C.F.R. Part 46, including Institutional Review Board (IRB) approval and the appropriate assurances prior to the expenditure of federal funds to perform such activities. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants. For general information on U.S. Department of Justice human subjects and privacy protections, please visit

<https://www.nij.gov/funding/humansubjects/Pages/welcome.aspx>.

2. Implementation of this award will be subject to federal monitoring, auditing, or evaluation, and/or a single audit in accordance with 2 C.F.R. § 200.501. The recipient agrees to cooperate with such activities by providing access to and copies of, as appropriate, all project-



related records, documents and personnel. A recipient that expends \$750,000 or more in federal funds (from all sources) during the recipient's fiscal year must have a single audit conducted in accordance with 2 C.F.R. § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501(c). For-profit (commercial) entities should follow the dollar threshold in 2 C.F.R. § 200.501 in determining whether to conduct an audit in accordance with the Government Auditing Standards.

3. Failure to comply with the terms and conditions of this award may result in legal sanctions including, but not limited to, suspension and termination of funds, repayment of expended funds, and ineligibility to receive additional COPS Office funding.
4. False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, or any other remedy available by law to the Federal Government.

D. Specific requirements

At a minimum, the following specific requirements will be fulfilled by the recipient during the specified timeframe.

Task 1. Hold a Project Kickoff Meeting. The meeting will address administrative and programmatic requirements, project objectives, expectations, roles and responsibilities, deliverables, timeline, budget, communication, and contact information. The kick-off meeting should include all key staff and working partners, and should be no more than 30 days after the award acceptance.

Task 2. Project Administration. Unless otherwise agreed upon during the project kick-off meeting, the recipient will administer the project and deliverables as stated in the project proposal as submitted with the application. Any modifications to the project scope will be bilaterally agreed and included as an addendum to this cooperative agreement.

Task 3. Provide Project Updates on a Quarterly Basis. The recipient will provide project updates on a quarterly basis as agreed upon during the project kick-off meeting (see Task 1). Updates will include status of all tasks and deliverables.

Task 4. Cohort Calls and Coordination. The recipient will participate on cohort calls and other coordination activities as organized by the COPS Office.

Task 5. Implement the Project as Described in the Application. The recipient will implement the project as described in the application. This will include developing a peer mentoring program, hiring, selecting and training peer mentors, and marketing and assessing the peer

mentoring program.

Task 6: Deliver In-Person Peer Support Training: The recipient will work closely with the COPS Office to identify and obtain approval of locations for delivery within California. Training locations must be approved in advance to ensure diversity of locations and no duplication with other federally-supported efforts. The following courses and number of runnings will be conducted over the course of the award:

- (1) 1-day Stress Management training course
- (1) 1-day Burnout training course
- (1) 1-day Coping training course
- (2) 1-day Mental Health & Wellness training course
- (6) 1-day Wellness Program training course
- (8) 2-day training courses

Task 7. Project Report. The recipient will develop a project report (no more than 15 pages) that describes the peer support project including a summary of the program, peer support activities, and examples of any marketing materials. This report will also include documentation of the project's performance measures and metrics. The recipient will submit the report to the COPS Office for review and approval.

Task 8. Develop at Least One Community Policing Dispatch Article for the COPS Office. This article related to the COPS Office-funded project will be done in collaboration with the program manager and will be subject to the review and approval of the COPS Office prior to publication.

Task 9. Respond to Comments. Work with the COPS Office and the program manager to address peer review, program manager, vetting, and other COPS Office staff comments regarding the project report, Dispatch article, and any other products that the recipient develops.

E. Performance timeline and deliverables

The following is a performance timeline for all deliverables and their due dates (based upon an award date of 09/01/2020) that are considered to be significant in the performance of this cooperative agreement. One electronic copy of deliverable items will be delivered and in accordance with the following schedule:

Hire Peer Support Specialist December 2020



Complete Annual Wellness on Front Line Training December 2021
Deliver All Peer Support Trainings July 2022
Dispatch Article July 2022
Complete FPD Peer Support Report August 2022

All deliverable items will be furnished to the following:

Toni Morgan
U.S. Department of Justice
COPS Office
145 N Street NE, 11th Floor
Washington, DC 20530
202-616-7174 or Toni.Morgan-Wheeler@usdoj.gov

F. Financial status reports

The recipient must provide a quarterly report of actual expenditures related to project activity on a cumulative basis. Specifically, the recipient is required to submit quarterly Federal Financial Reports on the Standard Form 425 (SF-425) within 30 days after the end of each quarter (January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31). A final SF-425 is due within 90 days after the end of the award period. Recipients must submit the quarterly SF-425 online. Visit the COPS Office Agency Portal Login page at <https://portal.cops.usdoj.gov/>.

G. Programmatic progress reports

The recipient will provide periodic progress reports detailing project activity. Specifically, the recipient will submit progress reports through the COPS Office online progress reporting system in the frequency requested. These progress reports should be received by the COPS Office within 30 days of the end of the reporting period. The recipient will also submit a final progress report to the COPS Office within 90 days of the end of the award period.

IV. Period of performance

The period of performance of this cooperative agreement is 24 months from the cooperative agreement start date (award period 09/01/2020 to 08/31/2022).

V. Financial administration

A. Funding

The total amount of federal funding to be provided under this cooperative agreement is stated on the award document, award congratulatory letter, and official Financial Clearance Memorandum (FCM).

B. Travel

All travel plans related to the cooperative agreement and to the development of the deliverables will be submitted to the program manager for review by the COPS Office. Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

C. Consultant rates

Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer, as applicable, up to \$650 per day. For consultant or contractor rates that exceed \$650 per day, the COPS Office requires written justification if the consultants or contractors are hired through a noncompetitive bidding process. Authorization requires submitting a detailed written justification of the consultant rate to the program manager. Specific and detailed written justification for each additional consultant must be submitted to and approved by the COPS Office prior to obligation or expenditure of such funds.

D. Project budget

The approved project budget is incorporated herein and made a part of this cooperative agreement. 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. See 2 C.F.R. § 200.308(e). Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. See 2 C.F.R. § 200.308(c)(1)(i).

In requesting a modification, the recipient will set forth the reasons and the basis for the proposed change and any other information deemed helpful for review by the COPS Office. Modifications are evaluated on a case-by-case basis. The COPS Office will not approve any modification request that results in an increase of federal funds.

E. Payment

All costs claimed for reimbursement and payment, including the final payment, must be submitted via the Grant Payment Request System (GPRS).

F. No-cost extensions of time

The recipient must provide a reasonable justification for delays in implementing this cooperative agreement to be granted a no-cost extension. A request for an extension of the award period to receive additional time to implement the funded program is at the discretion of the COPS Office. Such extensions do not provide additional funding.

G. Employment

The recipient acknowledges that nothing in this cooperative agreement creates an employment relationship with the COPS Office or with the Federal Government or to require provision of any benefits incident to employment.

VI. Points of contact

A. COPS Office Program Manager

Toni Morgan
U.S. Department of Justice
COPS Office
145 N Street, NE, 11th Floor
Washington, DC 20530
202-616-7174 or Toni.Morgan-Wheeler@usdoj.gov

B. Recipient Project Officer

Chief of Police Andrew Hall
City Manager Wilma Quan
P.O. Box 1271
Fresno, CA 93715

VII. General provisions

The recipient of record must follow all requirements imposed by the U.S. Department of Justice as an award term, condition, or administrative requirement of the award, including the applicable COPS Office Program Award Owner's Manual; the COPS Office Assurances and Certifications; the COPS Office statute (34 U.S.C. § 10381 et seq.); 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); the current edition of the COPS Office Grant Monitoring Standards and Guidelines; the COPS Office Editorial and Graphics Style Manual; and all other applicable program requirements, laws, orders, regulations, or circulars.



Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," the COPS Office encourages recipients of U.S. Department of Justice funds to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. Modifications

The designated COPS Office program manager and recipient project officer (under section VI.A and VI.B) for their respective organizations have the authority to propose and approve any modifications to this cooperative agreement. Modifications to this cooperative agreement may be proposed at any time during the period of performance by either party, and will become effective upon written approval by both parties.

IX. Incorporation by reference; effective date

By signing the award document, the responsible parties designated below have entered into this cooperative agreement, which is incorporated by reference into the award document. This cooperative agreement is effective as of the date that the last responsible party signs the award document.

Phillip E. Keith, Director
Office of Community Oriented Policing Services

Chief of Police Andrew Hall
Fresno, City of

City Manager Wilma Quan
Fresno, City of

Updated on 9/15/2020

