

LEGISLATIVE #

120101



CITY OF TAMPA

Bob Buckhorn, Mayor

POLICE DEPARTMENT

Jane Castor
Chief of Police

June 6, 2012

Dear Law Enforcement Executive:

As we approach the 2012 Republican National Convention, we will rely heavily on you, our regional and statewide partners, to accomplish the mission of ensuring a safe and enjoyable event. The attached mutual aid agreement is more than the legalese contained within; it is a firm handshake confirming that we will handle this challenge side-by-side.

While it is important for all of us to have this document, we have been there for each other many times in the past without much, if any, advanced warning. Most of us have worked together on large tactical operations, prolonged manhunts and of course natural disasters throughout the years, coming together when there is a need. In this instance, we have the luxury of advanced notification and time; time to develop a strategy, time to conduct high level training and time to purchase equipment and solutions that will assist not only in making this event a success, but will serve well into the future.

We all know that securing the Republican National Convention will be a test the likes of which none of us have ever experienced. There has been a great deal of work put into the necessary processes and planning for a successful event. Throughout this past year, we have been guided by three core tenets; officer safety, mission accomplishment and equitable reimbursement. Obviously, it is a priority to fund the deployment, including personnel, equipment and technology, so that no jurisdiction is negatively impacted. It is our aim to complete this event with funding in reserves and at that point we will review all unfunded requests, reimbursing as many Department of Justice approved expenditures as possible. We will be fully prepared for any issues that come our way and will demonstrate for the world why law enforcement in our state is the nation's best.

I recognize that this event is taxing on your agency. So, I sincerely thank you for your pledged support. We will certainly rely on that support to have a successful and safe event. Looking forward to seeing your agency patches on the front lines.

Sincerely,

Jane Castor
Chief of Police

411 N. Franklin Street • Tampa, Florida 33602 • (813) 276-3200



CITY OF TAMPA

Bob Buckhorn, Mayor

Police Department

Jane Castor
Chief of Police

MEMORANDUM

TO: All Assisting Agencies

FROM: Kirby C. Rainsberger
Legal Advisor, Tampa Police Department

DATE: June 6, 2012

RE: Mutual Aid Agreement for the Republican National Convention

Enclosed with this memorandum is the Mutual Aid Agreement applicable to the upcoming Republican National Convention. Approximately 70 law enforcement agencies will be participating. We are exceedingly grateful for the assistance of all.

The agreement is fashioned as an interlocal agreement under Florida Statutes Chapter 23 rather than a memorandum of understanding to increase the comfort level of assisting agencies. The downside of that decision (for municipalities) is that the agreement must be executed by the respective mayors or city managers as required by the statute. Sheriffs (or their designees) may sign on behalf of their respective agencies.

Because RNC security will involve police services at locations outside the city limits of Tampa, jurisdiction will be obtained for all involved officers through an executive order issued by the governor declaring a state of emergency. Because of the limited statutory duration of executive orders, the actual order will not be issued until closer to the date of the RNC. I will provide you with a copy of that order when it is available.

As you know, the City of Tampa was awarded a federal grant to help with security costs connected with the RNC. A copy of the grant is incorporated into the mutual aid agreement. As with all federal grants, specified conditions must be satisfied by the recipient and all subrecipients. Your agency is considered a subrecipient. We ask that each assisting agency carefully review the special conditions included in the grant and be prepared to demonstrate actual compliance with applicable special conditions.

Condition 2 requires assisting agencies to have an Equal Employment Opportunity Plan (EEOP) or to certify exempt status. The certification form is included with this package. Please review the form and complete the appropriate section. Please return the signed form with your signed interlocal agreement. It is **not** necessary at this time for any agency to submit a copy of an EEOP.

June 6, 2012

Memo re RNC Mutual Aid Agreement

Page two

The RNC has the potential to greatly challenge the professionalism and restraint of all involved officers. Additionally, we expect the majority of police-citizen encounters to be video recorded by the media, the citizens and our own camera system. Assisting agencies are requested to ensure that participating officers are fully suited to this task by experience, temperament and disciplinary history.

Please contact the appropriate person from the following list with any questions:

1. OPERATIONS, ASSIGNMENTS OR STAFFING:

Cpl. Paul Smalley
(813) 276-3465
paul.smalley@tampagov.net

2. FEDERAL GRANT REQUIREMENTS AND CONDITIONS:

Capt. Paul Driscoll
(813) 274-5849
paul.driscoll@tampagov.net

3. LEGAL ISSUES, INTERLOCAL AGREEMENT:

Kirby C. Rainsberger
(813) 276-3769
kirby.rainsberger@tampagov.net

4. INSURANCE INCLUDING WORKERS' COMPENSATION:

Michael Laperche
(813) 274-5736
michael.laperche@tampagov.net

5. REIMBURSEMENT OF PERSONNEL COSTS:

Peggy Curtin
(813) 274-3318
peggy.curtin@tampagov.net

If possible, please arrange for execution of the interlocal agreement and return to me by the end of June. I will process the agreement through the Tampa City Council and provide you with a signature page executed by Tampa's mayor by that time. Don't forget the EEOP Certification.

Again, we greatly appreciate your assistance and patience. Please call me with any questions or concerns.

MUTUAL AID AGREEMENT

FOR OPERATIONAL ASSISTANCE IN PROVIDING SECURITY FOR THE REPUBLICAN NATIONAL CONVENTION TAMPA, FLORIDA, 2012

WHEREAS, the City of Tampa, Florida has been selected to host the 2012 Republican National Convention (RNC) during the week of August 26, 2012; and

WHEREAS, the RNC has been designated a National Special Security Event due to the event's significance to the United States and the inherent challenge of ensuring the safety and security of all event participants; and

WHEREAS, the RNC is expected to attract in excess of 15,000 persons who will engage in the enthusiastic exercise of their right of free speech; and

WHEREAS, the United States Department of Justice has awarded a federal grant to the City of Tampa to help defray the expense of providing a secure venue for the RNC delegates and for ensuring the opportunity for the lawful exercise of constitutional rights by all persons; and

WHEREAS, the Hillsborough County Sheriff's Office has partnered with the Tampa Police Department in all aspects of providing security for the RNC; and

WHEREAS, in addition to the commitment of the Hillsborough County Sheriff's Office, law enforcement officers from all levels of government throughout the State of Florida will be needed to provide law enforcement services for the event; and

WHEREAS, law enforcement agencies providing personnel for the RNC are considered to be subrecipients of the federal grant and eligible for reimbursement for personnel and other costs subject to the terms of both this agreement and the grant; and

WHEREAS, Florida Governor Rick Scott will execute an executive order in advance of the RNC to activate the Florida Mutual Aid Plan pursuant to Florida Statutes Chapter 23, Part I, thereby conferring upon participating law enforcement agencies jurisdiction for all officers for all activities related to the RNC; and

WHEREAS, Florida Statutes Chapter 23 further provides authority for law enforcement agencies to enter into written mutual aid agreements including operational assistance agreements pursuant to Florida Statute § 23.1225(1)(b) for assistance in the management of an emergency as defined in Florida Statute § 252.34.

Now, therefore, in consideration of the mutual covenants expressed herein the undersigned parties agree as follows:

1. **Parties**

This agreement is entered into between the City of Tampa, Florida and each respective agency or entity identified on the list attached hereto as Appendix 1. The various covenants of this agreement run between the City of Tampa and the individual listed entities, not between or among the entities themselves. Nothing in this agreement shall be interpreted as creating any rights in any third party.

2. **Applicability**

This agreement applies to the RNC to be held primarily in Tampa, Florida scheduled for the calendar week commencing August 26, 2012, including an event at Tropicana Field in St. Petersburg on that date. The agreement applies where specifically set forth to RNC preparation activities and to RNC clean-up activities requiring law enforcement personnel. This agreement will apply to all RNC activities occurring after the calendar week specified above in the event the RNC is postponed due to

weather or for any other reason. For activities directly connected with RNC security, this agreement temporarily supersedes any existing interlocal agreement or memorandum of understanding between the City of Tampa and any of the parties hereto to the extent of any conflict between the respective agreements.

3. **Requested Operational Assistance**

The City of Tampa and the Tampa Police Department (TPD) hereby request the operational assistance of all agencies and entities listed in attached Appendix 1 for RNC security planning, training, execution and post-event law enforcement operations.

- a. The Tampa Police Department is utilizing the E-Sponder website and program for planning and coordination with all assisting agencies. All agencies should already be familiar with and are encouraged to use E-Sponder for communications with TPD related to the RNC.
- b. Although assisting agencies are being asked for firm commitments of personnel, TPD recognizes that circumstances may require assisting agencies to deviate from the committed number of officers. The final decision of the number of officers to be dedicated to the RNC by each individual participating agency rests solely with the respective sheriffs and chiefs. However, all participating officers will be issued individual credentials and receive specialized training and instructions. Many officers will be issued fitted equipment and uniforms purchased especially for the individual officer. Accordingly, it is important that officers committed to the RNC security

endeavor be available for the entire event. TPD will continuously monitor circumstances and will release officers from RNC duty as quickly as possible.

- c. Assisting agencies will, or have, advise(d) TPD of the specific number of personnel and the type of specialized equipment each agency will commit to the RNC. Agencies may provide officers only or may provide officers and supervisors. Prior to the event, agencies will be advised of the specific assignments allocated to their respective personnel. Whenever practical, direct supervision of an individual agency's personnel will be accomplished by or through that agency's own supervisors when such supervisors are provided. However, due to the scale of the event and the large number of assisting agencies participating, at times it is likely that supervision will occur or direction will be given by supervisors of another agency. Prior to the event, each participating officer will be aware of his or her specific chain of command. In any case, overall control of all law enforcement activities will be the responsibility of the Tampa Police Department and the Hillsborough County Sheriff's Office.
- d. No participating law enforcement officer will be ordered, required or requested to perform any act that would be prohibited by that officer's own agency's rules and regulations. Assisting agency personnel will, or have, receive(d) training specific to their assigned function. Issues regarding conflicts in rules and regulations or preferred response to anticipated situations should be raised during the training.

- e. Pursuant to the Governor's Executive Order and F.S. § 23.1225(5)(a), all members of the assisting agencies when providing operational assistance in support of RNC security outside of their jurisdictional limits but inside the State of Florida shall have the same powers, duties, rights, privileges and immunities as if the member was performing duties inside the member's own jurisdiction. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such members when performing their duties within the territorial limits of member's agency apply to the member to the same degree, manner, and extent while engaged anywhere in the state in the performance of the member's duties extraterritorially in support of, or connected with, the RNC security mission.

4. **Federal Grant Requirements**

Attached hereto as Appendix 2 and incorporated herein is a copy of the United States Bureau of Justice Assistance grant which is the primary source of funding for RNC security operations. All law enforcement agencies providing personnel and equipment in support of RNC security are considered *subrecipients* under the grant and subject to certain Special Conditions specified on pages two through five of the grant. Except for conditions which by their nature apply exclusively to the grant recipient (City of Tampa), subrecipients must scrupulously adhere to the requirements of the Special Conditions. Although all the Special Conditions are material to this agreement, among the most significant for subrecipients are:

S.C. #2: Equal Employment Opportunity Plan (EEOP) requirements:
Agencies expecting to be reimbursed for expenses exceeding \$25,000 and which have 50 or more employees must have an EEOP and make the appropriate certification. The certification form is attached hereto as Appendix 3.

S.C. #5: Duty to report fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

S.C. #18: All grant draw downs are reimbursement-only basis.

S.C. #20: No supplanting of local or state funds.

As primary grant recipient and pursuant to Special Condition 21, the City of Tampa is obligated to ensure the compliance of all subrecipients with all applicable Special Conditions.

5. **Certification of Non-supplanting**

By execution of this agreement, all participating agencies and entities certify that grant funds received pursuant to this agreement will not be used to supplant local and/or state funds.

6. **Reimbursement of Personnel Costs**

- a. The City of Tampa will reimburse assisting agencies for specified personnel expenses in conformance with the requirements of the federal RNC grant. Because of the strict non-supplanting rule, agencies must request reimbursement of personnel costs based upon one of the following models:
 - A. Assisting agencies that do **not** have actual jurisdiction in the City of Tampa may request reimbursement of salary costs for all hours

assigned and worked by their personnel as RNC security (both straight time and overtime) **or**

- B. Agencies having actual jurisdiction inside the City of Tampa may request reimbursement of salary costs for all **overtime** hours assigned and worked by their personnel as RNC security **and overtime** incurred as necessary backfill.

“Salary Costs” includes straight time or overtime at the hourly rate of the officer assigned plus Medicare (1.45%), FICA (6.2%), and the agency’s actual pension contribution. No other fringe benefits will be reimbursed.

“Personnel” means sworn certified law enforcement officers and supervisors of any rank who are assigned and present in support of the RNC mission, and sworn certified corrections personnel required above normal staffing.

“Hours Assigned and Worked” means the actual scheduled hours assigned to each officer in support of the RNC mission and actually worked by the officer during the event.

- b. Agencies having actual jurisdiction in Tampa will absorb all costs for their own assigned personnel for the first forty (40) hours of the respective officers’ work week during the RNC. Overtime personnel costs for hours worked beyond forty (40) hours during the RNC will be reimbursed to those agencies pursuant to the terms (specifically Model B) contained herein.
- c. All assisting agencies will be provided with an electronic form for collecting data necessary for reimbursement. The forms should be completed by each assisting agency and returned to the Tampa administrator specified on the

form by October 1, 2012. The City of Tampa will make every effort to process the forms and remit payment within 35 days of receipt of the reimbursement request and supporting documentation. Administrative costs including planning and fiscal functions will not be reimbursed.

- d. All assisting agencies must provide payroll verification documentation, certify the accuracy of the reimbursement request, and maintain all supporting documentation for a minimum of seven years. Assisting agencies specifically agree to cooperate with any required audit relating to the federal RNC grant and further agree to reimburse the federal government for any payments received which are subsequently deemed ineligible by any future federal audit.
- e. Officers from assisting agencies will be housed and fed under arrangements made by, and directly paid for by, the City of Tampa. Accordingly, no housing costs or per diem will be paid to assisting agencies. Exceptions to this policy may be made for officers who are required to arrive in the Tampa area prior to the effective date of housing and feeding arrangements.
- f. Depending on the availability of funding, agencies whose personnel participate in extensive (more than 40 hours) training may apply for reimbursement of salary costs incurred on an overtime basis for RNC specific training.

7. Liability Insurance

The City of Tampa will obtain a law enforcement liability insurance policy with a coverage limit of \$10,000,000 (ten million dollars) insuring all assisting agencies,

and all participating law enforcement and corrections personnel in their individual capacities, while acting within the scope of their employment, against job-related liability claims including torts and constitutional allegations unless the assisting agency or law enforcement and corrections personnel acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The policy will have a \$25,000 per claim retention amount which will be paid by the City of Tampa as necessary. Legal defense of claims and all claims processing will be provided by the City of Tampa or by the insurer. The City of Tampa shall have the exclusive right to negotiate and settle claims within policy or retention limits.

All assisting agencies agree to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City of Tampa or otherwise providing effective notice of all claims or notice of events foreseeably resulting in a claim, providing documents or other potential evidence and ensuring the availability of employees for deposition and trial.

Nothing in this agreement shall be interpreted as waiving or modifying the provisions of Florida Statute Section 768.28.

8. Workers' Compensation

The City of Tampa will obtain workers' compensation insurance coverage applicable to all participating law enforcement and corrections personnel for full workers' compensation costs mandated by Florida Statutes Chapter 440. Prior to the event, all assisting agencies will receive a packet describing the claims process created by the insurer. Coverage will be

effective July 1, 2012 in order to cover event training and will continue through all necessary cleanup.

9. Term

This agreement shall be effective as to an individual entity upon complete execution of this agreement by that entity and the City of Tampa. All operational assistance commitments will cease with the release of each agency's respective personnel from RNC security duty. Covenants and responsibilities articulated herein which are necessarily ongoing in nature including, without limitation, financial obligations and records retention requirements, shall survive and remain effective following termination of the operational assistance commitment.

Mutual Aid Agreement
Requested Operational Assistance
RNC 2012

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

CITY OF TAMPA

ATTEST:

Bob Buckhorn, Mayor

City Clerk / Deputy City Clerk

Date _____

APPROVED AS TO FORM:

Jane Castor
Chief of Police

Kirby C. Rainsberger
Assistant City Attorney

ASSISTING AGENCY: _____

If STATE AGENCY:
(Person authorized to
contractually bind agency)

Sign _____

Print _____

Title _____

Date _____

If SHERIFF'S OFFICE:
(Sheriff or Authorized Designee)

Sign _____

Print _____

Title Sheriff, _____ County

Date _____

Mutual Aid Agreement
Requested Operational Assistance
RNC 2012

ASSISTING AGENCY: _____

If MUNICIPAL POLICE DEPARTMENT:
(Mayor or City Manager)

Sign _____

Print _____

Title _____

Date _____

AGENCY	POINT OF CONTACT	POINT OF CONTACT E-MAIL
Alachua City PD	Lt. Chad Scott	cscott@cityofalachua.org
Alachua County SO	Chief Deputy David Huckstep	dhuckstep@alachuasheriff.org
Auburndale PD	Deputy Chief Chris Nelson	cnelson@auburndalefl.com
Bartow PD	Lt. Gary McLin	gmclin.pd@cityofbartow.net
Bradenton Beach PD	Lt. John Cosby	jacbbpd@hotmail.com
Bradenton PD	Chief Michael Radzilowski	m.radzilowski@cityofbradenton.com
Brevard County SO	Major Mike DeMorat	michael.demorat@bcso.us
Brooksville PD	Captain Rick Hankins	rhankins@ci.brooksville.fl.us
Broward County SO	Major Kevin Tyrie	kevin_tyrie@sheriff.org
Cape Coral PD	Lt. Anthony Sizemore	asizemore@capecoral.net
Charlotte County SO	Lt. Darrell Caparo & Sgt. Rick Goff	dcaparo@ccso.org / rgoff@ccso.org
Citrus County SO	Captain Mike Richie	mrichie@sheriffcitrus.org
Clearwater PD	Deputy Chief Sandra Wilson	Sandra.Wilson@MyClearwater.com
Collier County SO	Chief Jim Bloom	jim.bloom@colliersheriff.org
Dade City PD	Chief Ray Velboom	rvelboom@dadecityfl.com
Florida Department of Environmental Protection	Captain George LaMont	george.lamont@dep.state.fl.us
Florida Highway Patrol	Captain Robert S. Duncan	robertduncan@flhsmv.gov
Florida Office of Agricultural Law Enforcement	Captain Glenn Kramer	Glenn.Kramer@freshfromflorida.com
Fort Myers PD	Lt. Jim Mulligan	jmulligan@fmpolice.com
Gainesville PD	Major Rick Hanna	hannarw@cityofgainesville.org

Gulf Port PD	Chief Robert Vincent	chief@gulfportpolice.com
Haines City PD	Captain Brian McNulty	bmcnulty@hainescitypd.com
Hernando County SO	Captain William Beetz	bbeetz@hernandosheriff.org
Hillsborough County SO	Colonel Ed Duncan	eduncan@hcsotampa.fl.us
Kissimmee PD	Captain Warren Shepard	wshepard@kissimmee.org
Lake County SO	Sgt. Ralph McDuffie	ralph.mcduffie@lcsos.org
Lake Wales PD	Deputy Chief Troy Schulze	tschulze@cityoflakewales.com
Lakeland PD	Lt. Stephen P. Walker	steve.walker@lakelandgov.net
Lee County SO	Major Gene F. Sims	gsims@sheriffleefl.org
Leesburg PD	Captain Rob Hicks	Robert.Hicks@leesburgflorida.gov
Manatee County SO	Major Dennis P. Dummer	dennis.dummer@manateesheriff.com
Marion County SO	Lt. Dennis McFatten	DMCFATTEN@MARIONSO.COM
North Port PD	Captain Lee Leirmann	lirermann@northportpd.com
Ocala PD	Captain Mike Scroble	MScroble@ocalapd.org
Ocoee PD	Deputy Chief Steven Goclon	sgoclon@ocoe.org
Orange County SO	Major Danny Vereen	danny.vereen@ocfl.net
Orlando PD	Captain Carl Metzger	Carl.Metzger@CityofOrlando.net
Osceola County SO	Captain Robert L. Yawn II	byawn@osceola.org
Oviedo PD	Chief Jeffrey Chudnow	jchudnow@cityofoviedo.net
Palm Beach County SO	Captain Robert Allen	allenrl@pbso.org
Palmetto PD	Lt. Scott Tyler	styler@palmettopolice.com

Pasco County SO	Lt. Troy Fergusen	tfergueson@pascosheriff.org
Pinellas County SO	Cpl. Ernie Armistead	earmistead@pcsonet.com
Plant City PD	Captain Steven Singletary	ssingletary@plantcitygov.com
Polk County SO	Major Michael Pruitt	mpruitt@polksheriff.org
Punta Gorda PD	Captain Thomas Lewis	tlewis@pgorda.us
Sarasota County SO	Major Kevin Kenney	kkenney@scgov.net
Sarasota PD	Captain Jeffrey Karr	Jeffrey.Karr@sarasotagov.com
Seminole County SO	Lt. Mike Weippert	mweippert@seminolesheriff.org
St Cloud PD	Deputy Chief Vinny Shepard	vshepard@stcloud.org
St Petersburg PD	Major Melanie Bevan	melanie.bevan@stpete.org
Tarpon Springs PD	Captain Jeffrey P. Young	jyoung@tspd.us
Temple Terrace PD	Deputy Chief Bernard Seeley	bseeley@templeterrace.com
USF PD	Major JD Withrow	jwithrow@admin.usf.edu
Volusia County SO	Captain Eric Dietrich	edietrich@vcso.us
Waldo PD	Chief Michael Szabo	szabo@waldo-fl.com
Winter Haven PD	Captain David Brannan	dbrannan@mywinterhaven.com
Winter Park PD	Captain Jess Johnson	jjohnson@cityofwinterpark.org
Winter Springs PD	Captain Kevin L. Presley	kpresley@winterspringsfl.org



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

March 30, 2012

The Honorable Bob Buckhorn
City of Tampa
306 E. Jackson Street
Tampa, FL 33602-4832

Dear Mayor Buckhorn:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Solicited in the amount of \$49,850,000 for City of Tampa.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, reading "Mary Lou Leary", is positioned above the typed name.

Mary Lou Leary
Acting Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

March 30, 2012

The Honorable Bob Buckhorn
City of Tampa
306 E. Jackson Street
Tampa, FL 33602-4832

Dear Mayor Buckhorn:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO Plan, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

March 30, 2012

The Honorable Bob Buckhorn
City of Tampa
306 E. Jackson Street
Tampa, FL 33602 - 4832

Reference Grant Number: 2012-NC-BX-3070

Dear Mayor Buckhorn:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$3,495,657
Fringe Benefits	\$919,149
Travel	\$0
Equipment	\$12,800,128
Supplies	\$2,612,054
Construction	\$0
Contractual	\$28,527,410
Other	\$0
Total Direct Cost	\$48,354,398
Indirect Cost	\$1,495,602
Total Project Cost	\$49,850,000
Federal Funds Approved:	\$49,850,000
Non-Federal Share:	\$0
Program Income:	\$0

Match is not required for this grant program.

Approval of this budget does not include approval of conference costs. All of conference costs require prior approval of OJP.

All individual consultant fees in excess of \$450 per 8 hour day require prior approval of OJP.

All Sole Source procurement in excess of \$100,000 requires written justification and the prior approval of OJP.

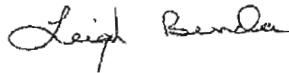
The applicant is a local government unit and is not required to submit an indirect cost proposal. The applicant must retain the cost allocation plans on file for audit purpose.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Benda".

Leigh Benda
Chief Financial Officer



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Tampa 305 E. Jackson Street Tampa, FL 33602-4832		4. AWARD NUMBER: 2012-NC-BX-3070	
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2012 BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2012	
1A. GRANTEE IRS/VENDOR NO. 591101139		6. AWARD DATE 03/30/2012	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Security Support for the FY 2012 Presidential Nominating Convention		10. AMOUNT OF THIS AWARD \$ 49,850,000	
		11. TOTAL AWARD \$ 49,850,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY12(BJA - Presidential Nominating Conventions) Pub. L. No. 112-55, 125 Stat. 552, 615			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Mary Lou Leary Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Bob Buckhorn Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B ZC 80 00 00 49850000		21. LZCUGT0012	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
13. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
14. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

15. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
16. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
17. The recipient agrees that it will submit monthly status reports to OJP on-line as an attachment to a Program Office Approval Grant Adjustment Notice (GAN), not later than 15 days after the end of each calendar month. These reports should provide a list of expenditures by budget category to date, as approved in the application budget or subsequent budget revision GAN. Additionally, the reports should describe any projected delays to the project, or actual delays to date.
18. The recipient agrees to complete all grant draw downs on a reimbursement-only basis.
19. All revisions to the budget, whether within a line item or across budget categories, must be submitted for prior approval by OJP. A budget modification Grant Adjustment Notice (GAN) must be submitted once these revisions are determined by the recipient and no grant funds may be obligated or expended on new budget items until the GAN is approved.
20. Any and all Memoranda of Understanding (MOU) entered into by and between the Host City and any and all other jurisdictions engaged in the performance of work under this grant should include a certification by those participating jurisdictions affirmatively acknowledging grant funds will not be used to supplant local and/or state funds. More information about supplanting can be found in the OJP Financial Guide - http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2011FinancialGuide.pdf.
21. The recipient agrees to monitor subawards under this award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
22. The recipient must submit a certification to BJA that all grant-funded equipment has been purchased and is already operational as of the date of the certification. The certification must be received by BJA no later than fourteen (14) calendar days prior to the commencement date of the Presidential Nominating Convention with respect to which the grant is made. No funds awarded under this grant may be obligated, expended or drawn down to cover costs for any equipment that is not covered by the certification.
23. At least thirty (30) days prior to the commencement of the Presidential Nominating Convention, the recipient must submit to the BJA, documentation that identifies by name, all state and local law enforcement agencies/jurisdictions that the recipient anticipates to reimburse with grant funds for security and related costs, including overtime, associated with the Presidential Nominating Convention. No grant funds may be used for reimbursement of a state or local law enforcement agency/jurisdiction which is not included on this list, without specific approval by the BJA Director. The BJA Director maintains the right to deny reimbursable expenditures incurred by the grantee if the expenditures are otherwise ineligible for reimbursement under any other applicable statute, regulation or award provision.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2012-NC-BX-3070

AWARD DATE 03/30/2012

SPECIAL CONDITIONS

24. The grantee shall make its unclassified operational security plan, including any amendments thereto, available for inspection by designated BJA officials, during site visits conducted by BJA, or upon request by, and for review by, the BJA Director.
25. The recipient understands and acknowledges that for purposes of this award, food and/or beverages expenses are deemed reasonable and allowable only to the extent that: (1) such costs are directly related to law enforcement and related security operations associated with the Presidential Candidate Nominating convention; (2) such costs have been specifically included in the budget approved by OJP; (3) such costs are consistent with threshold limits established by OJP in the Financial Guide; and (4) actual costs related to food and beverage are reported directly to OJP after the convention. The recipient may not expend funds for food and/or beverage expenses that are related to other conferences or meetings, or are otherwise deemed unreasonable or unallowable by BJA and/or OJP's Office of the Chief Financial Officer (OCFO).
26. The recipient acknowledges that five percent (5%) of the total award amount will be withheld until 90 days prior to the award end date. To remove this withholding condition, the recipient must submit to BJA for its review and approval, a timeline for the closure of the grant, along with an assurance by the grantee that all documents necessary for closeout will be submitted no later than 90 days after the award end date. The grantee will also submit, along with the timeline and necessary closeout documents, a list of all remaining expenditures (designated by approved budget category) planned for the withheld funds. The grantee also agrees to submit any other supporting documentation deemed necessary by BJA prior to the release of the withheld funds. BJA will issue a Grant Adjustment Notice to remove this condition only upon its receipt and approval of this additional documentation. No portion of the five percent in withheld funds may be expended or drawn down until the recipient receives notice of this GAN approval.
27. The recipient cannot expend or draw down any funds related to budgeted items totaling \$1,339,940 for specialty vehicles unless and until these items are approved by the BJA Director. In the event these requested items are not approved, the grant recipient agrees to expeditiously submit to the program office a revised budget plan (either in whole or in part) for such unallowed costs. Revised budgets will be subject to the review and approval of both the program office and the Office of the Chief Financial Officer (OCFO). The recipient may not expend or draw down these funds until a Grant Adjustment Notice (GAN) has been issued removing this special condition.
28. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
29. The recipient shall not expend or draw down any budgeted funds related to food and beverage items totaling \$1,065,894 until these items are justified and approved by BJA. In the event these requested items are not approved, the grant recipient agrees to expeditiously submit to the program office a revised budget plan (either in whole or in part) for such unallowable costs. Revised budgets will be subject to the review and approval of both the program office and the Office of the Chief Financial Officer (OCFO). The recipient may not expend or draw down these funds until a Grant Adjustment Notice (GAN) has been issued removing this special condition.
30. The award recipient agrees to provide a fair and transparent process for other jurisdictions that are hosting official Convention events, or providing agreed upon mutual assistance to the host city, to receive reimbursement for reasonable security-related costs from the appropriated funds; and disburse grant funds to all authorized mutual aid partners involved in law enforcement and related security activities in a timely manner. BJA reserves the right to freeze grant funds via a Grant Adjustment Notice at any time during the course of this award if any part of this special condition is not adhered to by the award recipient.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Tampa

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2012-NC-BX-3070

PAGE 1 OF 1

This project is supported under FY12(BJA - Presidential Nominating Conventions) Pub. L. No. 112-55, 125 Stat. 552, 615

1. STAFF CONTACT (Name & telephone number)

Stefanie Harris
(202) 305-8069

2. PROJECT DIRECTOR (Name, address & telephone number)

Paul Driscoll
Captain
306 E. Jackson Street
Tampa, FL 33602-4832
(813) 276-3351

3a. TITLE OF THE PROGRAM

BJA FY 12 Solicited

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Security Support for the FY 2012 Presidential Nominating Convention

5. NAME & ADDRESS OF GRANTEE

City of Tampa
306 E. Jackson Street
Tampa, FL 33602-4832

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2011 TO: 09/30/2012

8. BUDGET PERIOD

FROM: 10/01/2011 TO: 09/30/2012

9. AMOUNT OF AWARD

\$ 49,850,000

10. DATE OF AWARD

03/30/2012

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Republican National Convention (RNC) will be held August 27-30, 2012, in the city of Tampa, Florida. The RNC was designated a National Special Security Event (NSSE) by the Department of Homeland Security in February, 2011. With NSSE status, the United States Secret Service (USSS) is the lead agency in charge of security for the RNC.

The City of Tampa will use this grant to support extraordinary law enforcement and related security costs, including overtime, during the RNC. Funds will be used primarily for officer overtime and equipment. Approximately 50 additional local law enforcement agencies, including the Hillsborough County Sheriff's Department, will contribute more than 1,500 law enforcement officers to assist in providing security for the RNC. Previous conventions held in 2008 in Denver and St. Paul demonstrated the need for significant budget resources for law enforcement services in the immediate host city as well as the surrounding metropolitan area and host state. Consequently, funding will also be used to offset personnel expenses and/or equipment purchases for impacted surrounding jurisdictions that have

formal mutual aid agreements to support the city of Tampa with security, response and recovery type activities.

NCA/NCF

CERTIFICATION FORM

Recipient Name and Address: _____

Grant Title: _____ Grant Number: _____ Award Amount: _____

Contact Person Name and Title: _____ Phone Number: () _____

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- | | |
|------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
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Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that the _____ [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: _____ [organization], at _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title	Signature	Date
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