

**INTERLOCAL AGREEMENT BETWEEN
HILLSBOROUGH COUNTY
AND
CITY OF TAMPA
Community Anti-Gang Expansion and Enhancement
Subgrant Funds**

This INTERLOCAL AGREEMENT, hereinafter referred to as the Agreement, made and entered into this _____ day of _____, 2009, by and between Hillsborough County, a political subdivision of the State of Florida, whose address is: **601 E. Kennedy Boulevard, Tampa, FL 33602**, hereinafter referred to as the "COUNTY", and the Office of the CITY, whose address is: **306 East Jackson Street, Tampa, Florida 33602**, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the U.S. Bureau of Justice Assistance (BJA) Office of Justice Programs is awarding Hillsborough County funds through the FY 09 Recovery Act Edward Byrne Memorial Competitive grant program: **COMPREHENSIVE COMMUNITY-BASED APPROACHES TO PREVENTING CRIME** for the CAGEE initiative; and,

WHEREAS, these funds serve important mutual interests of both the COUNTY and the CITY and achieve the goals outlined in the Florida Statewide Gang Reduction Strategy.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to detail the rights and responsibilities of each party and to provide terms and conditions for use, by the CITY, of the subgrant funds.

2. **FUNDING**

Up to **\$377,666** may be used for the Law Enforcement and Prosecution component of the **Community Anti-Gang Expansion and Enhancement Project** as scheduled in Budget Narrative specified in **EXHIBIT F**.

3. **CONTRACT PERIOD**

This Agreement shall be effective on **December 1, 2009** and shall remain in effect until **July 31, 2011**. Upon agreement by all parties and upon approval from BJA, this contract may be extended to fulfill the entire two-year authorized period from the effective date.

4. **COUNTY'S RIGHTS AND RESPONSIBILITIES**

A. COUNTY shall distribute Recovery Act Edward Byrne Memorial Competitive grant funds to the CITY **not to exceed \$377,666** solely for the purpose of implementing the **Community Anti-Gang Expansion and Enhancement (CAGEE) program**. Funds are to be used to pay one-half of the overtime to

officers on the gang squad, needed to participate to in law enforcement activities beyond the end of their shift, travel to attend mandatory DOJ grantee meetings and any associated costs, trainings, purchase of equipment and investigative support and outsource evidence processing associated with this project as outlined in the budget narrative (**EXHIBIT F**).

B. COUNTY shall make payments to the CITY upon receipt of properly verified invoices with documentation from the CITY.

5. **CITY'S RIGHTS AND RESPONSIBILITIES**

A. CITY shall submit accurate verified invoices on OUTSIDE ORGANIZATION REQUEST FOR CONTRACT REIMBURSEMENT FORM (**EXHIBIT A**) with proper documentation to COUNTY for expenses incurred as listed in the approved Community Anti-Gang Expansion and Enhancement program budget as outlined in **EXHIBIT F** for the CITY by budget category. Payment requests shall not be submitted to the COUNTY for a period of less than one month. The **Program Performance Report (EXHIBIT B)**, shall be submitted with each invoice.

B. CITY shall follow all procedures, rules and regulations for receipt and use of the Recovery Act Edward Byrne Memorial Competitive grant funds passed through the Department of Justice, which are made a part of the AGREEMENT and incorporated herein (**EXHIBIT B**).

C. CITY shall specifically comply with the Special Conditions included in the Recovery Act Award (**EXHIBIT G**) provided to the COUNTY by the Bureau of Justice Assistance. The Award including the Standard Conditions of the Recovery Act Edward Byrne Memorial Competitive Grant Award are attached hereto and are incorporated in this Agreement.

D. CITY shall comply with the Scope of the Project including Program, Budget Narrative, Objectives and Outcome Measures (**EXHIBIT F**).

E. CITY shall prepare and submit to the COUNTY all applicable reports required in the Special Conditions at least **twelve (12) days** prior to the time that the COUNTY is required to transmit such reports to the Bureau of Justice pursuant to the Special Conditions of the grant award.

F. CITY shall permanently assign one of the handheld graffiti tracker units to Hillsborough County Code Enforcement.

6. **LIABILITY**

Liability in any tort action arising out of the performance or non-performance of the obligations contained herein, or any related matter, shall be subject to and within the limitations of the provisions of **Florida Statutes Section 768.28(2006)**.

7. **EFFECTIVE DATE**

This Agreement shall be effective until all conditions and obligations provided for herein are satisfied.

8. **ASSIGNMENT/THIRD PARTY BENEFICIARIES**

No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made without the prior written approval of the other party hereto and nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

9. **COMPLIANCE**

Each party shall comply with the requirements of all applicable federal laws, state laws, rules, regulations, guidelines, relative to the performance of this Agreement.

10. **MODIFICATION**

This Agreement may only be amended in writing duly executed by the COUNTY and the CITY.

11. **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties hereto, with respect to the subject matter contained herein.

12. **TERMINATION**

This Agreement will remain in effect until terminated by either party giving a minimum of **30 days** prior written notice of such intent specifying the effective date thereof to the other party. In the event funds to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than **24 hours** written notice to the CITY OF TAMPA. Any termination notice, initiated by either party, shall be in writing and sent either by certified or registered mail (return receipt requested) postage, prepaid, or delivered in person to the office of the other party with proof of such delivery.

13. **FILING OF AGREEMENT**

The Clerk of the Board of County Commissioners is hereby authorized and directed, after approval and execution of this Agreement, to file this Agreement with the Clerk of the Circuit Court of Hillsborough County, Florida for recording in the public records of Hillsborough County.

14. **FISCAL NON-FUNDING**

This Agreement is funded in whole or in part by federal dollars. If such funds are reduced or become unavailable, the COUNTY shall notify CITY OF TAMPA of such occurrence and the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than **twenty-four (24) hours** written notice to the CITY OF TAMPA. If any Federal government agency requires the COUNTY to return or repay in whole or in part the funds awarded to the CITY OF TAMPA hereunder, due to an act or omission of the CITY OF TAMPA, then the CITY OF TAMPA shall repay to COUNTY the amount of such funds repaid or returned by COUNTY.

Project Manager: Felicia Richardson
Department: Hillsborough County Criminal Justice
Mailing Address: 10119 Windhorst Road
Tampa, FL 33619-7827

ATTACHMENTS:

EXHIBIT A - OUTSIDE ORGANIZATION REQUEST FOR CONTRACT REIMBURSEMENT

EXHIBIT B - PERFORMANCE REPORT

EXHIBIT C - SPECIFICATIONS FOR FINANCIAL REPORTS

EXHIBIT D - HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

EXHIBIT E - HILLSBOROUGH COUNTY EEO AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT F - SCOPE (Budget narrative)

EXHIBIT G - GRANT AWARD

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals thereto, affixed, day and year first above written.

ATTEST:

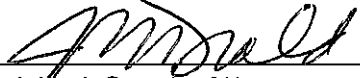
COUNTY OF HILLSBOROUGH,
FLORIDA

By: _____

Print Name

By: _____
Authorized Official

Approved as to Form:



Assistant County Attorney
12/9/09

Title

Date

CITY OF TAMPA

Witness

By: _____
Authorized Official

Witness

Title

Date

EXHIBIT A

HILLSBOROUGH COUNTY
 CRIMINAL JUSTICE, 10119 WINDHORST RD
 TAMPA, FLORIDA 33619

OUTSIDE ORGANIZATION REQUEST FOR CONTRACT REIMBURSEMENT

ORGANIZATION: CITY OF TAMPA
PROGRAM: COMMUNITY ANTI-GANG EXPANSION AND ENHANCEMENT

This is request # ___ for the month(s) of _____, 20__, in the amount of \$ _____

FINANCIAL STATUS REPORT

ITEM/PROJECT	APPROVED GRANT AWARD BUDGET	EXPENDITURES		REMAINING BALANCE
		CURRENT	YTD	
Overtime	\$240,066			
Travel	\$12,000			
Training	\$20,000			
Equipment	\$45,600			
Expenses	\$60,000			
TOTAL	\$377,666			

I certify that the goods and/or services covered by this request have been provided to Hillsborough County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

 Authorized Signature

 Title

 Date

Attach documentation substantiating expenditures. Requests containing errors/omissions will be returned to the ORGANIZATION for correction.

FOR COUNTY USE ONLY

Index Code: CLE01035 Document # _____
 Sub Object 8100 P. O. # DPCL Approved \$ _____

I verify that the goods and/or services have been received by the County (based upon certification of ORGANIZATION Official; documentation is attached and subject to final audit).

Review Approved Date
 Fiscal _____ _____
 Programmatic _____ _____

 Criminal Justice

 Date

COMMENTS: _____

**INSTRUCTIONS FOR
REIMBURSEMENT REQUEST FORM**

1. **General:**
When requesting reimbursement, the ORGANIZATION must fill in the appropriate information accurately and within the approved budget areas designated, accompanied by documentation substantiating payments or expenses, and a Program Performance Report, if applicable. Duplicate the form and complete for each reimbursement requested. If additional forms are needed, contact the Criminal Justice Department.
2. **Organization:**
Provide the operational title of the ORGANIZATION as it appears on your contract.
3. **Program:**
Provide the title of the Program or general service area as contracted.
4. **Request Number/Month(s)/Amount:**
Provide the number of this request. Starting with number one for the first request of the contract period and continue sequentially until the final request is made. Indicate month(s) included with request. (Indicate the "number" and "final" when making the last request for reimbursement). The amount of this request must be equal to the Federal Current Expenditure total under the Financial Status Report section.
5. **Financial Status Report:**
 - a) **Total Approved Budget:** This is the maximum of expenses allowable in each category under the terms of the contract.
 - b) **Expenditures:**
 1. **Current:** Provide reimbursable dollar amounts which are being submitted in this request for the current period. Make entries only in lines containing an approved budget amount, as costs incurred in other than budgeted categories will not be allowed. Attach back-up documentation of any and all expenses incurred during the current period.
 2. **Year-to-Date:** Provide a total amount of all funds requested to date and include the amount of this request. (This amount will be the previous "Year-to-Date" total plus the "Current" period request).
 - c) **Remaining Balance:** Provide the total balance of funds available in each line item where an approved budget amount appears. (This amount will be the Total Approved Budget minus the Expenditures year-to-date). This figure cannot be a negative. Reimbursement from any budget category cannot exceed the amount in the approved budget, unless modified within the terms of this agreement.
 - d) **Authorized ORGANIZATION Signature:** Provide the signature of a person within the ORGANIZATION, duly authorized to sign for, or obligate the ORGANIZATION certifying the goods and/or services rendered under this request were provided as contracted.
 - e) **Title:** Provide the official ORGANIZATION title of the person signing the request (i.e., Chairman, Treasurer, Director, etc.).
 - f) **Date:** Provide the date that the signature was affixed in d) and e) above.

EXHIBIT B

PROGRAM PERFORMANCE REPORT

ORGANIZATION: CITY OF TAMPA
PROGRAM: COMMUNITY ANTI-GANG EXPANSION AND ENHANCEMENT

REPORT PERIOD _____ **THROUGH** _____

I. ACCOMPLISHMENTS:

II. PROBLEMS:

III. STATUS REPORT (including goals and objectives):

ACTIVITY	GOAL	COMPLETED THIS PERIOD	YEAR-TO-DATE	% OF GOAL COMPLETED
Enhance gang enforcement, investigations, tracking, training and the quality of life for citizens who reside in areas plagued by gang drug trafficking	10%			
Dismantle and collaborate with prosecutors to ensure successful prosecution of criminal street gangs	8 total cases			
Participate in anti-gang/gang reduction regional trainings and meetings and collaborate with other law enforcement agencies and prosecutors regarding gang reduction strategies.	All possible			
Identify and dismantle the supply source for guns to gangs in the Tampa community	All possible			

IV. OTHER COMMENTS:

INSTRUCTIONS FOR PROGRAM PERFORMANCE REPORT

THE PURPOSE OF THIS REPORT IS TO PRESENT A CONCISE REVIEW, SUMMARIZING THE ORGANIZATION'S ACTIVITIES FOR THE COUNTY FUNDED PROGRAM. USE ADDITIONAL PAGES ONLY IF NECESSARY.

ORGANIZATION: Provide name of ORGANIZATION as it appears on your contract.

Program: Provide title of the program or general service area as contracted.

Report Period: Identify dates covered by this narrative report. After the first report, begin with ending date of previous report.

Percent of Contract Completed: Compute portion of contract completed by dividing the completed months as of this report by the total months in contract period.

- I. Accomplishments
Highlight significant or major accomplishments in the program during the report period.

- II. Problems
Provide a description of the problems that were encountered during this report period which would have a negative impact on the program. Also, provide a plan for a corrective action to include time of implementation and effect on the program.

- III. Status Report
Report statistically on program goal achievements for Report Period and Year-to-Date total. Compute Percent of Goal Completed by dividing the Year-to-Date figure by the Program Goal.

- IV. Other Comments
Use this section for general remarks regarding the ORGANIZATION, etc. General information to assist in understanding program operation and purpose may be included here.

(END OF PAGE)

EXHIBIT C

SPECIFICATIONS FOR FINANCIAL REPORTS

Specifications for financial reports submitted by the ORGANIZATION to the COUNTY shall comply with the following criteria.

- D1 Agreements of less than **\$10,000** shall require at least compiled financial statements, including a statement of functional expenses and all necessary disclosures, as required by generally accepted accounting principles, prepared and so reported by an independent Certified Public Accountant or firm of Certified Public Accountants licensed under **Chapter 473** of Florida Statutes. If a "Management Letter" setting forth any comments and/or recommendations was issued by the independent Certified Public Accountant as part of in addition to his compilation, a copy shall be submitted to the COUNTY.

- D2 Agreements of **\$10,000** or more but less than **\$25,000** shall require at least reviewed financial statements, including a statement of functional expenses and all necessary disclosures, under generally accepted governmental accounting principles, and **Section 10.557 (d) and (e), Rules of the Auditor General** of the State of Florida, and so reported by an independent Certified Public Accountant or a firm of Certified Public Accountants licensed under **Chapter 473**, Florida Statutes. If a "Management Letter" setting forth any comments and/or recommendations was issued by the independent Certified Public Accountant as part of or in addition to his review, a copy shall be submitted to the COUNTY.

- D3 Agreements of **\$25,000** or more shall require audited financial statements following generally accepted accounting principles, including a statement of functional expenses, audited by an independent Certified Public Accountant or firm of Certified Public Accountants licensed under **Chapter 473**, Florida Statutes, following generally accepted auditing standards as established by the American Institute of Certified Public Accountants, generally accepted government auditing standards as established by the Comptroller General of the United States, and **Circular A-133 (OMB A-133)** dated **April 30, 1996**, published by the U.S. Office of Management and Budget. Included in the auditor's report there shall be a "Management Letter" as defined under **Section 11.45**, Florida Statutes.

EXHIBIT D

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE:

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF **\$10,000** or more.

During the performance of this contract, the ORGANIZATION agrees as follows:

- (1) General. The ORGANIZATION will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The ORGANIZATION will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (2) Recruitment. The ORGANIZATION will in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap or marital status.
- (3) Unions. The ORGANIZATION will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the ORGANIZATION's commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Compliance Reports. The ORGANIZATION will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the ORGANIZATION has complied or is complying with these requirements. The ORGANIZATION will permit access to his books, records and accounts by Hillsborough for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the ORGANIZATION and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) Sanctions. In the event of the ORGANIZATION's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the ORGANIZATION may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) Subcontractors. The ORGANIZATION will include the provisions of **paragraphs (1) through (6)** in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The ORGANIZATION will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance.
- (7) Federal Requirements. In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution
- Title VI of the Civil Rights act of 1964
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975
- Civil Rights Acts of 1866 and 1870
- Standards for a Merit System of Personnel Administration, 45 CFR 70
- Revised Order Number 4, 41 CFR 60-2.10
- Rehabilitation Act of 1973, P.L. 93-112
- Interagency Agreement dated March 23, 1973
- Executive Order 11914, Nondiscrimination with Respect to the Handicapped in Federally Assisted Programs
- Age Discrimination Act of 1975, P.L. 94-135
- Civil Rights Action of 1968, P.L. 90-284
- Veterans Readjustment Act
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O
- Age Discrimination in Employment Act, as amended
- Civil Rights Restoration Act of 1987
- Federal Civil Rights Act of 1991
- Americans with Disabilities Act

STATE

- State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin and religion
- Florida Statutes, Chapter 112.041, requires nondiscrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment
- Florida Statutes, Chapter 413.08 prohibits discrimination against physically disabled persons in employment
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex
- Florida Civil Rights Act of 1992

HILLSBOROUGH COUNTY

- **Civil Service Rule prohibits employment discrimination
- **Civil Service prohibits removal resulting from discrimination
- **Civil Service permits employee appeal for alleged discriminatory actions

**Applicable to Hillsborough County Government

- Human Rights Ordinance #88-9, as amended, prohibits discrimination in housing, employment, public accommodations, and procurement and contracting
- Hillsborough County Ordinance #83-9 (Homerule Charter) Article IX, Section 9.11 provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation

"THE ORGANIZATION'S FAILURE TO COMPLETE THE REQUIREMENTS OF THESE PAGES MAY RESULT IN THE REJECTION FROM PROJECT"

EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

ORGANIZATION: OFFICE OF THE CITY
PROGRAM: COMMUNITY ANTI-GANG EXPANSION AND ENHANCEMENT

THE UNDERSIGNED BY THE SIGNATURE BELOW REPRESENTS THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT. THE UNDERSIGNED BY THE SIGNATURE BELOW PROVIDES ASSURANCE TO HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE, AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE UNDERSIGNED FURTHER ASSURES THAT IT AND ITS SUBCONTRACTORS/SUBRECIPIENTS FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

IN WITNESS WHEREOF, this Equal Employment Opportunity Questionnaire is hereby signed as of the date indicated.

ATTEST:

WITNESS
(PARTY)

PRINTED NAME OF CORPORATION OR INDIVIDUAL

WITNESS

BY: _____
AUTHORIZED SIGNATURE

DATE SIGNED

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EXHIBIT E

**HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION REQUIREMENTS**

ORGANIZATION: CITY OF TAMPA
PROGRAM: COMMUNITY ANTI-GANG EXPANSION AND ENHANCEMENT

ORGANIZATION CIVIL RIGHTS STATUS

All responding agencies/organizations are requested to carefully review the following questions and provide responses as it relates to the agency's/organization's own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of your ORGANIZATION's Affirmative Action Plan or Program. (If not submitted within the past **12 months**).
2. Workforce Analysis by race/sex and EEO category.
3. If ORGANIZATION receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Does the ORGANIZATION have a procedure for resolving discrimination complaints?
6. Has your firm been charged with discrimination within the past **18 months**? If yes, how many charges, nature of charge, when, and where?
7. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
8. Please provide a copy of the ORGANIZATION's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past **12 months**).

*A written Affirmative Action Plan or Program is required if the ORGANIZATION has **15 or more** employees.

(END OF PAGE)

AFFIRMATIVE ACTION REPORT

ORGANIZATION: CITY OF TAMPA
PROGRAM: COMMUNITY ANTI-GANG EXPANSION AND ENHANCEMENT

JOB CATEGORY	TOTAL EMPLOYEES		MALES						FEMALES							
	Male	Fem.	White	Black	Hisp.	Asian	Amer. Ind.	Native Haw./ OPI	Multi-Racial	White	Black	Hisp.	Asian	Amer. Ind.	Native Haw./ OPI	Multi-Racial
Officials & Managers																
Professionals																
Technicians																
Sales																
Workers																
Office & Clerical																
Craftsmen (Skilled)																
OPERATIVES (Semi-Skilled)																
Laborers (Unskilled)																
Svce. Wrkrs.																
TOTAL																

*JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.

Hisp.: HISPANIC
 Amer. Ind.: AMERICAN INDIAN
 OPI: OTHER PACIFIC ISLANDER

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EXHIBIT F

SCOPE

The CITY OF TAMPA will use a multi-faceted approach for reducing violent crime and gang activity to include:

- Electronic surveillance
- Identification of violent offenders
- Use of neighborhood based enforcement operations
- Support of enhanced gang related penalties
- Arrest and prosecution
- Public awareness
- Information sharing
- Participation in joint criminal investigations

Budget Narrative

ENFORCEMENT/PROSECUTION

Tampa Police Department - Law Enforcement

Category	Description	Costs	Quantity	Year 1	Year 2	Total
<i>Overtime (Salary)</i>	12 Gang Squad Officers	\$32.06 per hour (avge hourly rate per Officer - rounded)	312 hours x 12 employees (avge of 6 hours per week, per Officer or \$10,003 rounded*)	\$120,033	\$120,033	\$240,066
<i>Benefits</i>	Varies	.00	N/A	.00	.00	.00

*Under the CAGI grant officers on the gang squad have worked an average of 12 hours of overtime per week earning \$10,000 per year. TPD is asking for the CAGEE grant to support ½ the overtime needed to participate in enforcement activities despite the end of their shift. Compensation and benefits are set by the City of Tampa for sworn employees. These costs are **estimated**.

Tampa Police will continue their neighborhood-based initiatives, which address open-air drug markets, and nuisance complaints associated with criminal street gang related activity. Tampa Police will also get residents more involved with the police. (Tampa re-affirms its commitment to CAGI and will remain involved with the CAGI-TF and work with the 5-County region.) Tampa Police will continue to provide immediate response to scenes involving violent crimes. Special emphasis is placed on dismantling criminal street gangs that traffic in substantial quantities of illegal drugs and/or commit acts of violence or use intimidation to facilitate their affairs. The gang suppression unit will infiltrate and disrupt, dismantle or displace criminal gangs by identifying the leaders and elders of the targeted gang. Investigations will document gang intelligence, develop a gang's timetable, prevent retaliation from rival gangs, and provide for the infiltration of lower ranking members expose the upper echelon and the command structure.

Category	Description	Costs	Quantity	Year 1	Year 2	Total
<i>Travel</i>	Gang Squad Officers to attend mandatory DOJ grantee meetings	\$1,500 ea trip \$1,500 ea trip	1 trip to Washington DC x 2 Officers 1 regional trip x 2 Officers	\$6,000	\$6,000	\$12,000

Travel costs are ***estimated*** to facilitate attendance at two DOJ Conferences (one conference in Washington DC and another regional event which is to be announced). Anticipated expenses include airfare of \$450 per person/per trip, three nights stay at \$200 per person/per night, ground transportation costs, parking, registration fee (if any) and per diem reimbursement.

Category	Description	Costs	Quantity	Year 1	Year 2	Total
<i>Training</i>	Street Gangs, Narcotics Identification & Investigation, Violent Crime Assessment & Investigation	\$3,333.33 ea (rounded)	3 Topics per year	\$10,000 (estimated)	\$10,000 (estimated)	\$20,000

The described training will be offered to the entire gang squad and CAGI-TF. The location is to be determined but may be offered through the MCTFC. The identification of new gang trends, methods of operation, and other information pertaining to gangs requires the effective investigator constantly maintain training. During 07/08 the CAGI grant provided 10 training seminars pertaining to the investigation of criminal gangs, violent crimes and drug law enforcement. The recent expansion of the gang squad, replacement of personnel and the constant changes to the applicable federal and state laws mandates that gang investigators continue to train.

Category	Description	Costs	Quantity	Year 1	Year 2	Total
<i>Equip.</i>	Graffiti Tracker which includes GPS Cameras and Pkg pricing for image analysis	\$1,300 ea \$2,500 per year per camera	1 per year 6 cameras \$2,500 per year per camera	\$22,800	\$22,800	\$ 45,600

Costs are calculated based upon a price **quote** provided by the vendor Graffiti Tracker Inc.

The Graffiti Tracking System is a centralized, web-based application that allows multiple agencies to manage graffiti removal requests, open cases and reporting through the Internet. The process involves the utilization of digital, GPS camera system that marks the exact location of each graffiti incident utilizing longitude and latitude degrees. Every incident captured is classified into two (2) categories: gang or tagging graffiti.

Once a case is logged into the system field staff is able to capture and log specific information regarding the actual removal of the graffiti vandalism. Data captured includes:

- Specific street name and address
- Type of surface defaced
- Removal method used
- Time on site and actual time to remove graffiti
- Tagger ID & miscellaneous notes

These GPS cameras and the information collected can be used by the multiple jurisdictions which are partners in the CAGI-TF. All pictures are uploaded daily for analysis by Graffiti

Intelligence Analysts. Results are returned to law enforcement within 24 hours. The Google Earth system can be used to post or visualize each event to show their proximity to one another. Incidents are indexed that provide for a systematic approach to track offenses of reoccurrence as each event is cataloged.

There are no restrictions to the number of users. These GPS cameras and the system can be used by the multiple jurisdictions which are partners in the CAGI-TF: U. S. Attorney's Office – Middle District of Florida, U.S. Marshals, Bradenton, Clearwater, Lakeland, New Port Richey; Plant City, Temple Terrace, Hillsborough County Sheriff, Manatee County Sheriff, Pinellas County Sheriff, Pasco County Sheriff, Polk County Sheriff, State Attorney - 13th and 6th Judicial Circuits, the Florida Department of Law Enforcement, Florida Attorney General's Office of Statewide Prosecution, Immigration Customs Enforcement; FBI; USAO, Florida; Alcohol, Tobacco, & Firearms, DEA, etc. *Note: 1-camera and package will be assigned to Hillsborough County Code Enforcement who already participates with a multi-jurisdictional gang task force by photographing graffiti and painting it out for the Hillsborough County Sheriff. As part of Florida Department of Law Enforcement initiative Code Enforcement plans to purchase a graffiti abatement vehicle - equipped with paint mixing and color- matching technology for use in community service clean up and for the single instances of tagging/vandalism that Code Enforcement encounters on a daily basis.*

Category	Description	Costs	Quantity	Year 1	Year 2	Total
Other	Investigative Support Funds (P/E P/I) and Outsource Evidence Processing (OEP)	varies	1 year	\$30,000 (estimate)	\$30,000 (estimate)	\$60,000 (estimate)

Purchase of Evidence (P/E) includes contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime. In order to infiltrate a gang various investigative techniques, including the purchase of drugs or guns must be employed. Infiltration allows the GSU to expose the upper echelon and command structure of the gang. Purchase of Information (P/I) includes the payment of monies to an informant for specific information. Through deployment of confidential informants, real time information can be

obtained. This information provides for strategic and tactical planning. In concert with the ability to purchase articles of evidence without making an immediate recovery funds is necessary to dismantle the gang and identify other criminal enterprises associated with them. Outsource Evidence Processing provides the ability to utilize outside forensic laboratories to rapidly identify forensic evidence such as DNA greatly enhances the physical evidence allowing for enhanced prosecution. The largest challenge comes from the methods gangs members utilize to store or transport weapons. Frequently firearms are hidden in a vehicle, house, or outside to prevent them from being linked to an offender. This combined with the limits in state laboratories can restrict law enforcement and prosecution.

Total: \$377,666

EXHIBIT G
GRANT AWARD



Adobe Acrobat
Document



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 2, 2009

Ms. Patricia Bean
Hillsborough County Board of County Commissioners
601 East Kennedy Boulevard, 24th Floor
P.O. Box 1110
Tampa, FL 33601

Dear Ms. Bean:

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 09 Recovery Act Edward Byrne Memorial Competitive Grant Program: Comprehensive Community-Based Approaches to Preventing and Reducing Violent Crime in the amount of \$1,398,837 for Hillsborough County Board of County Commissioners.

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, Naydine Fulton-Jones, Program Manager at (202) 514-6661; 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 black ink, appearing to read "Laurie Robinson".

Laurie Robinson
Acting Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 2, 2009

Ms. Patricia Bean
Hillsborough County Board of County Commissioners
601 East Kennedy Boulevard, 24th Floor
P.O. Box 1110
Tampa, FL 33601

Dear Ms. Bean:

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


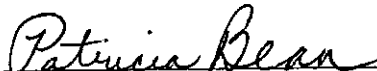
cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Hillsborough County Board of County Commissioners 601 East Kennedy Boulevard, 24th Floor P.O. Box 1110 Tampa, FL 33601		4. AWARD NUMBER: 2009-SC-B9-0068	
		5. PROJECT PERIOD: FROM 08/01/2009 TO 07/31/2011 BUDGET PERIOD: FROM 08/01/2009 TO 07/31/2011	
		6. AWARD DATE 09/02/2009	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 596000661		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Expansion and Enhancement of Community Anti-Gang Initiative		10. AMOUNT OF THIS AWARD \$ 1,398,837	
		11. TOTAL AWARD \$ 1,398,837	
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 FY09 Recovery Act (BJA - "Byrne Competitive") Pub. L. No. 111-5, 123 Stat. 115, 130			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Patricia Bean County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10/8/09
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 9 B SC 80 00 00 1398837		21. ISCUGT4227	

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

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PROJECT NUMBER 2009-SC-B9-0068

AWARD DATE 09/02/2009

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, Chapter 19.
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. RECOVERY ACT – Conflict with Other Standard Terms and Conditions
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2009-SC-B9-0068

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

7. RECOVERY ACT – Access to Records; Interviews

The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.

8. RECOVERY ACT – One-time funding

The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.

9. RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

10. RECOVERY ACT – Subawards – DUNS and CCR for Reporting

The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

11. RECOVERY ACT – Subawards – Monitoring

The recipient agrees to monitor subawards under this Recovery Act 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 Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

PHB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2009-SC-B9-0068

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

12. RECOVERY ACT – Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

(b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

13. RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(e) The recipient shall notify the OJP program manager of submission of its section 1512(c) report at the time the report is submitted per (d) above. Notification to OJP may be either by submission of a copy of the section 1512(c) data report, or (if not practicable) by electronic notification to the OJP program manager confirming submission of the report. Failure to provide the required notification to OJP will be deemed a failure to report under section 1512(c).

BVB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 5 OF 9

PROJECT NUMBER 2009-SC-B9-0068

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

14. RECOVERY ACT -- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

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 Recovery Act 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 Recovery Act 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.

15. RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)

The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

16. RECOVERY ACT – Limit on Funds (Recovery Act, section 1604)

The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

17. RECOVERY ACT – Infrastructure Investment (Recovery Act, sections 1511 and 1602)

The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

QMB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
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Grant

PAGE 6 OF 9

PROJECT NUMBER 2009-SC-B9-0068

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

18. RECOVERY ACT - Buy American Notification (Recovery Act, section 1605)

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager - in advance - with any questions concerning this condition, including its applicability to particular circumstances.

RMB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2009-SC-B9-0068

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

19. **RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act**
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

20. **RECOVERY ACT – Misuse of award funds**
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
21. **RECOVERY ACT – Additional Requirements and Guidance**
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.
22. **RECOVERY ACT - Quarterly Financial Reports**
The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at <https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), 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, 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 grant period.

PHB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2009-SC-B9-0068

AWARD DATE 09/02/2009

SPECIAL CONDITIONS

23. RECOVERY ACT – Provisions of Section 1512(c)

The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - (A) the name of the project or activity;
 - (B) a description of the project or activity;
 - (C) an evaluation of the completion status of the project or activity;
 - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

24. RECOVERY ACT – Inapplicability of General Non-supplanting Requirement to this Award

The recipient understands that, for purposes of this award, the general non-supplanting requirement of the OJP Financial Guide (Part II, Chapter 3) does not apply.

25. 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.
26. 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.
27. 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.
28. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and support personnel, that the units of local government will establish procedures to give members of the Armed Forces who, on or after October 1, 1990, were or are selected for involuntary separation (as described in Section 1141 of Title 10, United States Code), approved for separation under Section 1174a or 1175 of such title, or retired pursuant to the authority provided under Section 4403 of the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992 (division D of Pub. L. No. 102-484; 10 U.S.C. 1923 note), a suitable preference in the employment of persons as additional law enforcement officers or support personnel.

RUB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria Berry, NEPA Coordinator

Subject: Categorical Exclusion for Hillsborough County Board of County Commissioners

The Recovery Act Edward Byrne Memorial Competitive Grant Program, administered by BJA, helps communities improve the capacity of state and local justice systems and provides for national support efforts including training and technical assistance programs strategically targeted to address local needs.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- (1) new construction;
- (2) any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property , (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
- (3) a renovation that 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; and
- (5) implementation of a program involving the use of chemicals.

Consequently, an agency-wide analysis has determined that the program meets the Office of Justice Programs' (OJP) criteria for a categorical exclusion under the provisions of 28 CFR, Part 61, Appendix D, paragraph 4(b).



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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

Grant

PROJECT NUMBER

2009-SC-B9-0068

PAGE 1 OF 1

This project is supported under FY09 Recovery Act (BJA - "Byrne Competitive") Pub. L. No. 111-5, 123 Stat. 115, 130

1. STAFF CONTACT (Name & telephone number)

Naydine Fulton-Jones
(202) 514-6661

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

Darlene Lewis
Community Services Program Manager
601 E Kennedy Blvd
24th Floor, Criminal Justice
Tampa, FL 33602
(813) 276-2549

3a. TITLE OF THE PROGRAM

BJA FY 09 Recovery Act Edward Byrne Memorial Competitive Grant Program: Comprehensive Data Driven Approaches to Preventing and Reducing Violent Crime

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

4. TITLE OF PROJECT

Expansion and Enhancement of Community Anti-Gang Initiative

5. NAME & ADDRESS OF GRANTEE

Hillsborough County Board of County Commissioners
601 East Kennedy Boulevard, 24th Floor P.O. Box 1110
Tampa, FL 33601

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 08/01/2009 TO: 07/31/2011

8. BUDGET PERIOD

FROM: 08/01/2009 TO: 07/31/2011

9. AMOUNT OF AWARD

\$ 1,398,837

10. DATE OF AWARD

09/02/2009

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 Recovery Act Edward Byrne Memorial Competitive Grant Program (Byrne Competitive Program) will help communities improve the capacity of state and local justice systems and provide for national support efforts including training and technical assistance programs strategically targeted to address local needs. This competitive grant announcement focuses on initiatives in eight areas: 1) preventing and reducing violent crime through community-based data-driven approaches; 2) providing funding for neighborhood-based probation and parole officers; 3) reducing mortgage fraud and crime related to vacant properties; 4) hiring of civilian support personnel in law enforcement (training staff, analysts, dispatchers, etc.); 5) enhancing forensic and crime scene investigations; 6) improving resources and services for victims of crime; 7) supporting problem-solving courts; and 8) national training and technical assistance partnerships.

Under category 1, Hillsborough County Board of County Commissioners will use the Fiscal Year 2009 Recovery Act Byrne Competitive funds to support the Tampa/Hillsborough Community Anti-Gang Expansion and Enhancement (CAGEE) with the Safe Neighborhood Family Violence Treatment (SNFVT) Program.

The goals of the project are to enhance the program by: (1) diversionary options through the addition of five full-time positions to offer intense and targeted services to fill a gap identified in the Comprehensive Anti-Gang Initiative (CAGI) prevention component; and, (2) hiring and retaining special prosecutors to handle gang crime, to include one juvenile prosecutor, adult felony prosecutor, and statewide prosecutor. Overall, the grant funds will allow the CAGIE to increase information sharing. The grant funds will allow the prosecutors to work with local, state, and federal law enforcement officers and prosecutors. The Tampa Police Department Gang Suppression Unit (GSU) will add personnel hours, training, and graffiti tracker analysts. The GSU will continue to work and share intelligence with local, state, and federal members of the CAGI Task Force and will continue investigation and prosecution of gangs, support for prevention and reentry programming, and funding for youth prevention and offender reentry programming.

CA/NCF