

Addendum to Resource Support Agreement
for the
2024 Republican National Convention

I. Definitions. The following definitions apply to this addendum:

1. **Assisting State** shall mean the state entering into an RSA with Wisconsin.
2. **Resource Providers** shall mean those governmental units providing Assisting Personnel pursuant to the RSA, which shall include Assisting State and those cities, towns, counties, and similar governmental entities employing Assisting Personnel.
3. **Assisting Personnel** shall mean those law enforcement personnel provided by Resource Providers to assist Milwaukee pursuant to the RSA.
4. **Convention** shall mean the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
5. **EMAC** shall mean the Emergency Management Assistance Compact, which both Wisconsin and Assisting State have adopted. Wisconsin's codification of EMAC is Section 323.80, Wis. Stats.
6. **In Writing** shall mean a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Police Chief, Assistant Chief(s), or Chief of Staff.
7. **MPD** shall mean the City of Milwaukee Police Department.
8. **Milwaukee** shall mean the City of Milwaukee, Wisconsin.
9. **RSA** shall mean the Resource Support Agreement.
10. **Resource Support Request or RSR** shall mean the EMAC Resource Support Request made by Wisconsin for the Convention.
11. **Security Plan** shall mean the security plan developed for the Convention by the U.S. Secret Service, in consultation with MPD and other local, state and federal agencies.
12. **Security Grant** shall mean the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
13. **Wisconsin** shall mean the State of Wisconsin, through its Department of Military Affairs, Division of Emergency Management.

II. Background.

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee. This Addendum is a part of the RSR and is therefore incorporated into the RSA.
2. The Security Grant will be used to fund the costs estimated in the RSA, but the RSA is not a federal subaward.

III. Additional Terms of RSA

1. **Amount.** The amount payable to Assisting State pursuant to this RSA shall not exceed the amount set forth in the RSA budget, which is the estimated total cost for Resource Provider's performance under the RSA. The budgeted amount may be increased only by written amendment of the RSA by Wisconsin and the Assisting State.
2. **Payment.**
 - 2.1 **Costs Reimbursed.** Irrespective of the Guide to Eligible Expenses and Source Documentation (February 2024), Assisting State shall be reimbursed only for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled

“Payment Requests” and (2) included in the RSA budget, or otherwise approved In Writing, and (3) for personnel time, for time spent in an “on duty” status between the time they check in MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, at the rate(s) provided in the RSA budget, and if so required, for travel time as required by applicable collective bargaining agreements, employment contract(s), ordinance, or other written travel policy (4) for transportation, the actual, reasonable costs of commercial economy airfare or mileage at the rates established by collective bargaining agreement, employment contract, ordinance, or other written travel policy of Assisting State, and if no such written travel policy is available, at then current United States General Services Administration rates and policies, and (5) in the absence of a collective bargaining agreement, employment contract, ordinance, written policy or law applying to the Resource Provider and requiring a different amount, for food and beverage, at the rates established by the U.S. General Services Administration for Milwaukee, Wisconsin for meals only (no incidentals) which is \$59 per person per non-travel day, and at 75% that rate (\$44) for days spent traveling to or from Milwaukee for those personnel traveling more than 50 road miles from their regular place of work to Milwaukee, and (6) for damage to equipment requested by MPD for operations or included on the MPD sanctioned equipment list at market rate repair cost.

2.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Assisting State shall not be paid for any of the following:

- 2.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
- 2.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Addendum.
- 2.2.3 Rates of pay that exceed the individual officer’s(s’) normal salary and benefits, including overtime unless required by a collective bargaining agreement, employment contract, ordinance, or law, requiring Assisting Personnel to be paid overtime.
- 2.2.4 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval will be provided retroactively if Assisting State’s officers are acting on a direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety; provided that Assisting Personnel seek approval from Milwaukee police command at the earliest reasonable time.
- 2.2.5 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

2.3 Payment Requests. Payment requests shall be submitted to Wisconsin no later than December 1, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

- 2.3.1 EMAC R-1 and R-2 forms.
- 2.3.2 Copies of payroll reports showing actual hours worked, rates of pay, overtime, fringe, and itemized receipts for all non-payroll expenses. Wisconsin suggests Resource Providers create a separate rate code within its payroll system to be used to accurately track work of their personnel under the RSA.
- 2.3.3 Copies of the relevant portion a collective bargaining agreement, employment contract, ordinance, or law, requiring Assisting Personnel to be paid for overtime and/or travel time.

- 2.3.4 Such other documentation as Wisconsin or Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.
- 2.3.5 A completed W-9 and a State of Wisconsin vendor form.

2.4 Timing of payments and recoupment.

- 2.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Wisconsin. A reimbursement package is deemed to be complete after any/all requests for information made by Wisconsin to Assisting State have been received and no further questions remain.
- 2.4.2 Final payment under the RSA shall be predicated, at Wisconsin's option, on a final audit of Assisting State's documentation by Milwaukee, state, or federal officials.
- 2.4.3 Assisting State shall reimburse Wisconsin for any disbursed funds that Wisconsin, Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Wisconsin's written demand to Assisting State.

3. **Security Information.** Resource Provider shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Assisting State has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Assisting State shall, as soon as practical and without delay, notify Wisconsin and Milwaukee of any request to disclose such record.

4. **Remedies for noncompliance.** If Assisting State fails to comply with any term of the RSA Wisconsin may take one or more of the following actions:

- 4.1 Temporarily withhold reimbursement pending correction of the deficiency or breach
- 4.2 Deny both use of funds for all or part of the activity or action not in compliance;
- 4.3 Cancel the RSA (mission);
- 4.4 Take other remedies that may be legally available.

5. **Termination.**

5.1 Termination by Wisconsin. Wisconsin may terminate the RSA at any time for any reason upon written notice to Assisting State. Assisting State will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth the RSA budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the RSA; (2) such costs do not exceed the amount allowed under the RSA; and (3) a report of progress to date of termination has been submitted to Wisconsin.

Upon notice of termination, Assisting State shall cease to incur or obligate new costs under this program. Wisconsin may terminate the RSA without payment of costs if Assisting State fails to comply with or perform any material term, condition, or obligation contained in the RSA, and either such breach cannot be cured or, if such breach may be cured, Assisting State fails to cure such breach within seven (7) calendar days after Wisconsin provides Assisting State with notice of such failure.

5.2 Termination by Assisting State. Assisting State may terminate the RSA for any reason set forth in the EMAC Operations Manual. Assisting State shall be reimbursed according to the procedures set forth in the RSA for costs incurred during any deployment. Assisting State shall

provide notice to termination to Wisconsin as soon as practical upon discovery of conditions requiring the termination.

6. **Survival.** The terms of the RSA and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the RSA survive the RSA and will continue to be enforceable.
7. **Lobbying.** Assisting State agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal. Funds provided pursuant to the RSA may not be used to influence federal contracting or financial transactions.
8. **Debarment.** By accepting the RSR and entering into the RSA, Assisting State certifies that neither Assisting State, nor its Resource Providers, nor any of their respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Assisting State will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. Assisting State agrees that it will take all steps necessary to ensure that it and its Resource Providers and their respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Assisting State or one of its Resource Providers becomes debarred, it will immediately notify Wisconsin, and such debarment may be grounds for termination of the RSA.
9. **Entire agreement, linked documents, amendments, severability.**

9.1 Entire Agreement. The RSA and its linked documents constitutes the entire agreement between Wisconsin and Assisting State concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the RSA.

9.2 Severability. If any term of the RSA is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the RSA shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Wisconsin.

9.3 Linked documents. The following documents are linked to the RSR at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see “Outside Agency Documents” → “Files” → “Resource Support Agreement Documents” folder) and are therefore incorporated into the RSA and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To access these documents, and activate this link, please request access by contacting the MPD RNC Planning Unit at MPD_RNC2024@milwaukee.gov, or 414-935-7171:

- Addendum to Resource Support Agreement
- Standard Operating Procedures
- Rules of Engagement
- Sanctioned Equipment List (to be added at least 60 days before the Convention)

10. **Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:

10.1. Amendment Permitted. This list of federally required contract terms may be amended by Wisconsin in the event that the Security Grant contains additional required terms.

10.2. Record Retention. Assisting State certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Assisting State further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.

10.3. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this RSA exceeds one hundred fifty thousand dollars (\$150,000), Assisting State must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10.4. Energy Efficiency. Assisting State certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10.5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the RSA exceeds one hundred thousand dollars (\$100,000), by accepting the RSR, Assisting State certifies that:

10.5.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Assisting State, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.5.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Assisting State shall request from Wisconsin and provide, completed, to Wisconsin the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

10.5.3. Assisting State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

10.5.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand

dollars (\$100,000) for each such failure. Assisting State certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Assisting State understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

10.6. DHS Seal, Logo, and Flags. Assisting State shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

10.7. Federal Government is Not a Party. The Federal Government is not a party to this RSA and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the RSA.

10.8. Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Assisting State should, to the greatest extent practicable under the RSA, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the RSA.

10.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Assisting State shall not knowingly use funds under this RSA to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Assisting State identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during RSA performance, Assisting State shall alert Wisconsin as soon as possible and shall provide information on any measures taken to prevent recurrence.

10.10. Prohibition on confidentiality agreements. Assisting State and its Resource Providers may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

10.11. All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

IV. Scope of Services.

1. Organizational Structure and Law Enforcement Procedures.

- 1.1 Unified Incident Command. At all times while operating under the RSA, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.
- 1.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to

Resource Provider commanding officer. Should Assisting State or Resource Providers object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.

- 1.3 Policies and Law to Apply. Assisting Personnel will comply with applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are linked to the RSA as described above. The Milwaukee Code of Ordinances may be accessed at <https://city.milwaukee.gov/cityclerk/LRB/ordinances>; and Wisconsin Statutes may be accessed at <https://docs.legis.wisconsin.gov/statutes/prefaces/toc>.
- 1.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which a MPD officer is not available or capable of conducting the arrest or stop and the Wisconsin Governor has issued an emergency declaration authorizing them to do so pursuant to Wis. Stat. § 323.80.

2. **Assisting Personnel and Responsibilities.**

- 2.1 [Reserved]
- 2.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Assisting State.
- 2.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the RSA.
- 2.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Assisting State and Resource Providers shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Wisconsin and/or Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Assisting State or Resource Provider's performance under the RSA or in any matter in which Assisting Personnel is identified by Milwaukee as a witness. Such assistance shall include the provision, by Assisting State and/or Resource Provider, of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Wisconsin and/or Milwaukee.
- 2.5 Assisting Personnel Names and Rates. When providing an offer in response to the RSR, Assisting State will provide a list of all Assisting Personnel, their regular hourly wage rates, hourly overtime rates, fringe, and a description of the collective bargaining agreement, statute, ordinance, or similar authority that triggers the overtime rate, as part of their cost estimate/budget.
- 2.6 Assisting Personnel Criteria. Each Assisting Personnel provided by Assisting State shall meet each of the following criteria:
 - 2.6.1 Be licensed or certified as a law enforcement officer or equivalent by Assisting State.
 - 2.6.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

- 2.6.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.
 - 2.6.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Resource Provider and be an officer in good standing at all times until the completion of the Convention.
 - 2.6.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.
- 2.7 Declining Personnel. At any time, Wisconsin or Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Assisting State, Resource Provider, or Assisting Personnel, Wisconsin shall reimburse Assisting State for any costs budgeted for under the RSA and already incurred.
- 2.8 Assisting Personnel Equipment.
- 2.8.1 Each Assisting Personnel shall be equipped by Assisting State and/or Resource Provider at such State or Unit's own expense, with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as provided by MPD.
 - 2.8.2 A complete, sanctioned, equipment list will be provided to Assisting State and Resource Providers at least 60 days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.
 - 2.8.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.
3. **Training, Lodging, and Food.** Wisconsin represents that Assisting Personnel will be provided the following:
- 3.1 Training. Training for Assisting Personnel upon check-in, as and if determined necessary by MPD or the United States Secret Service.
 - 3.2 Lodging and Food. Wisconsin will provide meal per diem and lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee as described above. Any expenditures for food or lodging outside of those provided by Wisconsin shall be at Assisting Personnel, Resource Provider, or Assisting State's own expense.
4. **Discipline / Probable Cause Matters.** Wisconsin and/or Milwaukee shall refer disciplinary matters involving Assisting Personnel to Assisting State and/or Resource Provider. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Wisconsin, Assisting State, and Resource Provider.