

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF GASTONIA AND THE COUNTY OF GASTON, NC FOR THE  
ALLOCATION OF 2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
AWARD**

This Interlocal Agreement is made and entered into this 1st day of September, 2020, by and between THE COUNTY of Gaston, a political subdivision of the State of North Carolina, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as the COUNTY, and the CITY of Gastonia, a political subdivision of the State of North Carolina, acting by and through its governing body, the City Council, hereinafter referred to as the CITY, both of Gaston County, State of North Carolina,

**WITNESSETH:**

**WHEREAS**, this Agreement is made under the authority of N.C.G.S. §§160A-461 and 153A-445(a)(1);

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall perform such functions or make such payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the COUNTY agrees to provide the CITY \$36,484.00 from the 2020 Byrne Justice Assistance Grant (JAG) award for the Programs described in Exhibit A which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds received by the County as set forth herein.

**NOW THEREFORE**, for and in consideration of mutual promises to each as hereinafter set forth, **the COUNTY and CITY mutually agree as follows:**

**1. Responsibilities of the Parties.**

- 1.1 Fiscal Agent.** COUNTY shall serve as the 2020 Fiscal Agent for the Byrne JAG Program award described herein.
- 1.2 Pass Through to City.** COUNTY agrees to allocate to CITY a total of \$36,484.00 from 2020 Byrne JAG funds received by COUNTY.
- 1.3 City's Use of Awarded Funds.** CITY agrees to utilize the entire amount of these funds (\$36,484.00) for the programs and uses described in Exhibit A, which is attached hereto

and incorporated herein by reference. The funds described herein shall be expended by CITY by no later than September 30, 2023.

**1.4 Reimbursement to City.** CITY's expenditures chargeable against its portion of the 2020 JAG funds will be submitted to COUNTY on a quarterly basis. COUNTY will reimburse CITY on a quarterly basis upon submission of appropriate documentation. Reimbursements to CITY shall not exceed the amount awarded to CITY for the 2020 Byrne JAG Program (\$36,484.00).

**1.5 Special Conditions.** As a Byrne JAG Sub-Awardee for FY 2020, CITY agrees to comply with all special conditions applicable to this award to COUNTY as Prime Awardee.

**1.6 Programmatic Conditions.** As a Byrne JAG Sub-Awardee for FY 2020, CITY agrees to all monitoring, financial, and programmatic conditions set forth in the applicable Grant Management and Accounting Policies and Procedures Manual.

**2. NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

In witness whereof, the parties have caused this Agreement to be executed in their respective names the day and year first above written.

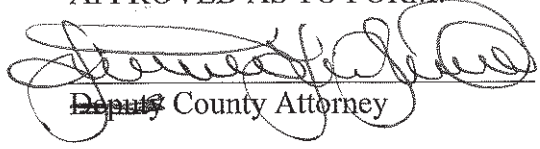
GASTON COUNTY

  
County Manager

ATTEST:

  
Clerk to the Board

APPROVED AS TO FORM:

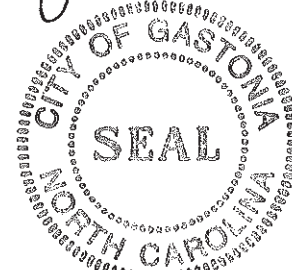
  
Deputy County Attorney

CITY OF GASTONIA

  
City Manager

ATTEST:

  
City Clerk



STATE OF NORTH CAROLINA  
COUNTY OF Gastonia City Police

I, Marcella Bonar, a Notary Public of the aforesaid County and State, do hereby certify that DONNA S. BUA personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Gaston County and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and Notarial Seal, this the 1 day of September, 2020.

Marcella Bonar  
Notary Public

My Commission Expires: 2/27/2021

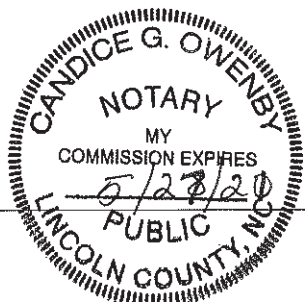
STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, Candice G Owenby, a Notary Public of the aforesaid County and State, do hereby certify that Suzann J Gibbs personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the 28 day of Sept, 2020.

Candice G Owenby  
Notary Public

My Commission Expires: 5/28/20



## EXHIBIT A

**CITY OF GASTONIA: \$36,484**

### **Project Identifiers:**

1. EQUIPMENT – AUDIO/VIDEO
2. LICENSE PLATE READERS

### **Project Description**

The Gastonia Police Department (GPD) will be a sub-award for the 2020 Justice Assistance Grant process. The GPD anticipates using \$36,484 to pursue two projects during the grant cycle. The first project will be to purchase minor technological upgrades in the police community room and police training room.

In the police community room, the GPD would like to purchase a smart monitor with the ability to teleconference to create a huddle space. This monitor will be placed in the back of the community room and used by executive and command staff personnel, community members, and/or other law enforcement during high-risk events. The second area for the technology upgrade will be the law enforcement training room, which is used by other city agencies, in addition to police personnel. This room is in need of a new switch and iPad controller to make the technology work seamlessly together. Currently, there is no unified way to control the technology in the room. The cost for these upgrades is anticipated to cost \$17,484.

The second project the GPD would like to pursue is the purchase of license plate readers. The GPD has a problem with organized retail crime (ORC). ORC refers to professional shoplifting, retail crime rings, and other organized crime occurring in retail environments. The primary objective of these professional criminal groups is to steal from the various local retail organizations, and then turn a profit from the stolen goods, instead of using the items for personal use. ORC's can range from local to national rings and can end up costing the consumer thousands of dollars each year. The license plate readers help to provide an extra level of surveillance and identification to help combat an ever growing trend in theft. The license plate readers will be placed at strategic locations across Gastonia that have been identified through hotspot policing initiatives as high-retail crime theft locations. It is anticipated that they will be able to help solve crimes and to break up the ORC's that have been in operation for a long time in Gastonia. The cost of these cameras are anticipated to cost \$19,000.

### **Project Design and Implementation**

The GPD reviews its strategic plan each year at a day-long retreat with various stakeholders within the department. The department addresses community concerns during the retreat process, but does not send the plan out for community review and input before finalizing. Once finalized, the agency does post the plan on the departmental website for public viewing, and if issues are conveyed, the department will address them in a command or executive staff meeting.

### Capabilities and Competencies

The GPD has officers within the Criminal Investigations Division sworn with the Secret Service Bureau and Federal Bureau of Investigation. These partnerships aid in investigations of Organized Retail Crime and the prosecution of such crimes.

### Budget

Item	Unit Price	Amount Needed	Total Cost
<b>Supplies (Under \$5,000)</b>			
<b><u>Huddle Space Project</u></b>			
iPad Controller, cabling, programming and mount	\$3,395	1	\$3,395
Sound Bar with Camera	\$957	1	\$957
Mounting Bracket	\$45	1	\$45
I-5 Computer	\$1,323	1	\$1,323
75" Monitor	\$3,702	1	\$3,702
Keyboard and mouse	\$69	1	\$69
<b><i>Subtotal</i></b>			<b><i>\$9,491.00</i></b>
<b><u>Training Room Technological Upgrade</u></b>			
iPad Controller, cabling, programming and mount	\$3,395	1	\$3,395
8x8 Matrix	\$4,197	1	\$4,197
Installation, programming	\$401	1	\$401
<b><i>Subtotal</i></b>			<b><i>\$7,993.00</i></b>
<b><u>License Plate Reader Project</u></b>			
License Plate Reader Cameras	\$3,500	2	\$7,000
3-Year Required Lease (\$3,000/year/camera) (Year 1 is included in initial cost of camera)	\$3,000	2 cameras for 2 additional years	\$12,000
<b><i>Subtotal</i></b>			<b><i>\$19,000.00</i></b>
<b>Total</b>			<b>\$36,484.00</b>



## **ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE**

**NON-APPROPRIATION:** In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

### **IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E**

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. the applicable provisions within Chapter 147, Article 6E of the N.C.G.S. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S. Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)

### **NORTH CAROLINA E-VERIFY CERTIFICATION**

**APPLICABILITY:** Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS § 143-133.3, piggy-back contracts, and travel purchases.

**CERTIFICATION:** By signing and entering into this contract with Gaston County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the N.C. General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

### **ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE**

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

### **RIGHT FOR COUNTY TO AUDIT**

During the term of this contract and for one (1) year after termination, the County shall have the right to audit, internally or through an independent auditor, all books and records of the vendor as needed to evaluate the vendor's compliance with the terms and conditions of the contract or a party's payment obligations. The County shall pay its own expenses for such audit, but shall not pay any expenses or additional costs of the vendor associated with such audit. However, such expenses shall be paid to the County if the audit reveals non-compliance that would have cost the County excess of \$10,000 but for the audit. The County has the right to seek remittance for overpayment arising from the vendors' non-compliance or irregularities with the performance of the contract. Specific audit provisions established in the contract will supersede this paragraph.

**NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS** Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless stated so in the contract.

**NOTE: BY SIGNING THE GASTON COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.**

**VENDOR**

Vendor Name: Michael C. Peoples for City of Gaston, NC

Printed name of signor for Vendor: Michael C. Peoples

By: Michael C. Peoples Title: City Manager

Date: 09

**GASTON COUNTY**

By: [Signature]  
County Manager/Assistant County Manager

Date: 8/29/20

**ATTEST:**

[Signature] 9/1/20  
Clerk to the Board/Deputy Clerk to the Board

**APPROVED AS TO FORM:**

[Signature]  
County Attorney/Assistant County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

\_\_\_\_\_  
Finance Director/Assistant Finance Director/Financial and Business Services Administrator

## **Uniform Guidance ("UG") Required Contract Provisions**

**APPLICABILITY:** UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Gaston County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements. **If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract.** See generally [https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200\\_1521.ii](https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200_1521.ii)

(A) For contracts in excess of simplified acquisition threshold, currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 C.F.R. Part 200, Gaston County will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.

(B) For contracts in excess of \$10,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 C.F.R. Part 200, Gaston County has the authority to terminate this contract for cause or convenience, upon 30 days notice to the contractor. During this period, the contractor has the opportunity to cure defects cited by Gaston County. If Gaston County terminates for convenience, it will pay the contractor on a pro rate basis of the goods or services received.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



## **ADDITIONAL FEMA REQUIREMENTS**

The Uniform Rules (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II) authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires the provisions herein. By signing the Gaston County Contract Signature Page, the parties to the contract also agree to the following terms and conditions:

**1. Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. The parties to this Agreement acknowledge that such modifications to the contract (such as changes to the method, price, or schedule of work) may be done, provided it is in writing and conforms with the conditions described herein and in the Contract.

**2. Access to records**

The Vendor/Contractor its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See generally Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

The Vendor/Contractor agrees to provide Gaston County, any other recipient of the grant monies, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. The provisions herein is not intended to limit access to records under other relevant State and Federal regulations, such as North Carolina Public Records Law.

**3. DHS Seal, Logo, and Flags**

The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

**4. Compliance with Federal Law, Regulations, and Executive Orders**

All the parties to this Agreement acknowledge that that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**5. No Obligation by Federal Government**

All the parties to this Agreement acknowledge that The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**6. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.