



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Police Department

Board Action

File #: 20-244

Commissioner Chad Brown - Police Department - To Approve the Temporary Intergovernmental Agreement with the Charlotte-Mecklenburg Police Department for Law Enforcement Services in Preparation for, During, and After the 2020 Republican National Convention

STAFF CONTACT

J. D. Ramey - Gaston County Police Department - 704-866-3321

BUDGET IMPACT

Funds Spent to be Reimbursed.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Gaston County Police Department will be reimbursed for their assistance in preparation for, during, and after the 2020 Republican National Convention to be held in Charlotte, NC. Reimbursement rates are listed within the agreement.

POLICY IMPACT

N/A

ATTACHMENTS

Temporary Intergovernmental Agreement

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	JBrown	AFrale	BHovis	TKeigler	TPhillips	RWorley	Vote
2020-141	05/26/2020	BH	RW	A	A	A	A	A	A	A	U

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A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS



**TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT
SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020
REPUBLICAN NATIONAL CONVENTION**

THIS TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the City of Charlotte, specifically the Charlotte-Mecklenburg Police Department (hereinafter referred to as "City"), and Gaston County Police Department (hereinafter referred to as "Agency"). Agency means law enforcement personnel or other employees employed by that Agency and/or the legal entity that employs those personnel. The City and the Agency are collectively referred to as the "Parties."

PURPOSE

The City of Charlotte has been designated as the host city for the 2020 Republican National Convention to be held August 24-27, 2020 (hereinafter referred to as the "Event"). The purpose of this Agreement is to provide additional law enforcement personnel and services to City for the period of August 22, 2020, through August 28, 2020 (hereinafter referred to as the "Event Period"). This Agreement defines the rights and obligations of the parties for the Event Period including: the law enforcement powers of the visiting Agency; the City's protocol for compensating the Agency, including compliance with the terms of the RNC security grant; the insurance coverage provided to Agency; the Agency's training obligations; and the protocol establishing a chain of command between the City and Agency during the Event Period.

1. **EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Agreement. With the exception of Exhibit C (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Agreement or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit C and the main body of this Agreement or any other Exhibit to this Agreement, the language of Exhibit C shall prevail. Each reference to Agency in the Exhibits and Appendices shall be deemed to mean the Agency.

EXHIBIT A: APPROVED COSTS, MAXIMUM CONTRACT REIMBURSEMENT AND REIMBURSEMENT TABLE

EXHIBIT B: FISCAL ADMINISTRATION REQUIREMENTS

EXHIBIT C: FEDERAL CONTRACT TERMS AND CONDITIONS

2. STATUTORY AUTHORITY.

- 2.1 Statutory Authority to Enter into Temporary Enforcement Assistance Agreements. The statutory authorities for City to enter into temporary enforcement assistance agreements with both in-state and out of state law enforcement agencies is set forth in N.C. Gen. Stat. §160A-288 and §160A-288.3 respectively.
- 2.2 Agreement as a Request for Assistance. By entering into this Agreement, the head of the City's law enforcement agency is requesting in writing the assistance of the Agency as contemplated in N.C. Gen. Stat. §160A-288 and §160A-288.3.

3. ORGANIZATIONAL STRUCTURE.

- 3.1 Responsibility for Coordinating Local Law Enforcement Efforts. Agency agrees and acknowledges that the City of Charlotte has been designated as the host city for the Republican National Convention to be held in Charlotte, North Carolina from August 24, 2020 through August 27, 2020.
- 3.2 National Special Security Event. Agency agrees and acknowledges that the 2020 RNC convention has been classified by the federal government as a National Special Security Event (NSSE).
- 3.3 Coordinating Local Law Enforcement. Agency agrees and acknowledges that City is a co-chair on the NSSE Executive Steering Committee and is responsible for coordinating law enforcement efforts in support of the Event.
- 3.4 Unified Law Enforcement Chain of Command. Agency acknowledges and agrees that at all times during any joint training session prior to and at all times during the Event Period, the Agency's employees shall be subject to a structure of supervision, command and control coordinated by the City through a unified law enforcement command structure. Furthermore, that the supervision command and control shall be implemented regardless of such employee's rank or job title normally held within the Agency.
- 3.5 City's Commanding Officer. The commanding officer for this Event is Kerr Putney, Chief of Police. Agency Law Enforcement Officers ("LEOs") shall be subject to the lawful operational commands of the Chief of Police and the Chief's chain of command.
- 3.6 City's Policies and Directives to Apply. Agency employees performing services under this Agreement will abide by all applicable Charlotte-Mecklenburg Police Department ("CMPD") Policies and Directives, including use of force, which will be provided to Agency in one or more Event information and training sessions ("2020 RNC Event Preparatory Materials") prior to the Event in hard copy or on-line. Agency shall disseminate 2020 RNC Event Preparatory Materials to all LEOs providing services for the Event Period. Agency agrees to follow CMPD Policies and Directives with respect to any Event Period related services provided hereunder and shall instruct its employees to do likewise.
- 3.7 Jurisdiction, Police Powers, Rights, Privileges and Immunities. Agency acknowledges and agrees that while deployed under the Unified Law Enforcement Chain of Command, Agency's LEOs

shall have the same jurisdiction, powers, rights, privileges and immunities (including those related to the defense of civil actions and payment of judgments) as City's LEOs. Nothing in this section shall be interpreted as a waiver of any rights, defenses or immunities that may be available to that Agency or its employees.

4. AGENCY RESPONSIBILITIES.

- 4.1 Deployed Employees to Participate in Training. Upon reasonable advance written notification from CMPD, Agency's employees being deployed during the Event Period shall participate in and complete all Event training activities that are coordinated by CMPD or its designee. For purposes of this Agreement, training activities prescribed by the CMPD will include RNC Event Preparatory Materials and mandatory on-line training that must be successfully completed prior to August 1, 2020, for all Agency employees providing services during the Event Period. CMPD presently expects to provide an event operating and a briefing manual to Agency upon its arrival at or prior to the Event Period.
- 4.2 Agency's Employees to Provide Services. Upon reasonable advance written notification from the CMPD to the Agency, the Agency's employees being deployed during the Event Period shall provide services as assigned by CMPD.
- 4.3 Agency's Employees "On Duty". Agency agrees its employees will be placed "on duty" by CMPD at a time and location as decided by CMPD. Agency agrees its employees shall be prepared to undertake the specific job tasks and responsibilities assigned to the Agency's employees by CMPD. Agency agrees that City may change the actual service to be provided by the Agency at any time it deems necessary.
- 4.4 Agency's Employees to Participate in "After Action Activities". At the request of the CMPD, Agency agrees its employee shall participate in and/or provide information to and otherwise cooperate with the CMPD in any "after action activities" following the conclusion of the Event Period. Such participation may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.
- 4.5 Agency to Provide Information. Agency agrees to cooperate with and provide the City with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement. Such information includes, but is not limited to, verification of costs and expenditures incurred by Agency during the Event Period.

- 4.6 Agency Contacts. In addition to the contacts listed in the Section 15 of the Agreement, Agency has designated the following contact(s) for operational purposes under this Agreement:

Capt E.L. Johnson
Gaston County PD

Det. C.J. Rassele
Gaston County PD

PHONE (704) 747-1826

E-MAIL: eljohnson@gcps.org

PHONE (704) 747-0732

E-MAIL: crassele@gcps.org

- 4.7 Resources to be provided by Agency. The personnel and resources to be provided by the Agency are set forth in Exhibit A attached to this agreement and incorporated herein.
- 4.8 Criteria for Agency's LEO. Each LEO provided by Agency shall meet the following criteria:
- a. Non-North Carolina Agencies shall ensure and certify that the LEOs providing assistance under this Agreement are duly licensed or certified by the authority of the state or jurisdiction in which the officer is employed.
 - b. North Carolina Agencies shall ensure and certify that the LEOs providing assistance under this Agreement are duly certified by the State of North Carolina.
 - c. In addition, Agency shall ensure and certify that each of the LEOs provided is in good standing by meeting the following criteria:
 1. That each LEO by reason of experience, training and physical fitness shall be capable of performing functions associated with a large-scale security event; and
 2. That each LEO shall have at least 12 months experience as a full-time police officer; and
 3. That each LEO is not currently under administrative leave pending the results of an internal investigation or under investigation for violations of rights protected by the First, Fourth and Fourteenth Amendments of the United States Constitution or laws or rules of conduct related to search and seizure and use of force; and
 4. That each LEO has not received a sustained finding for conduct that involved dishonesty or fraud in the last 10 years or have any sustained complaints for excessive, unreasonable or unnecessary force within the last three (3) years; and
 5. That each LEO has not been convicted of a felony or a crime involving dishonesty or fraud; and
 6. That no LEO has been sued in an individual or official capacity in the last three (3) years and adjudicated as liable for violations of rights protected by the First, Fourth and Fourteenth Amendments of the U.S. Constitution.
 - d. Agency agrees to promptly notify the CMPD in the event that any LEO is no longer an officer in good standing with the Agency.
- 4.9 LEO Equipment. As detailed in the approved equipment list, attached to and made a part of this Agreement within Exhibit B, each LEO shall be equipped with the following: a seasonally appropriate patrol uniform and other authorized regular duty equipment, including but not limited to: service belts, service weapon, radio, and personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Event Period or possess during the Event Period any chemical or other non-lethal munitions except as provided by CMPD. Personal OC spray is approved if issued by Agency to be carried for regular duty.
- 4.10 CMPD Can Decline LEO. Agency acknowledges and agrees that at any time during the term of this Agreement that the CMPD has the sole discretion to decline deployment of any LEO during the Event Period without cause or explanation.

- 4.11 Agency Judgment and Priorities. Agency will exercise its best efforts to provide services during the Event Period. However, the Parties recognize that Agency retains the right to recall some or all of its LEOs to its home jurisdiction based upon the public safety needs of its home jurisdiction.
- 4.12 Agency Responsible for Costs. Except as set forth in Sections 4 and 5, Agency shall be responsible for all costs associated with providing LEO assistance that are not explicitly assumed by City as stated in this Agreement and authorized in writing. Nothing in this Section shall prohibit authorized representatives of the City and Agency from agreeing in writing to the assignment of specific costs borne of unforeseen circumstances during the Event Period. For purposes of this Section, official electronic messaging will suffice for "in writing" only by the Commanding Officer or their designee.
- 4.13 Use of Digital, Video and or Recording Devices. Agency agrees that none of its employees shall record and/or post electronically to any social network or otherwise in any fashion distribute any information or data related to the Event. City agrees to share information and data including video footage with Agency of the Event for training purposes at the discretion of City upon receiving a written request from the Agency.
- 4.14 The Agency acknowledges that this Agreement will be funded in whole or in part by a federal grant (the "Federal Grant"). The Agency agrees to comply with the federal grant terms stated in this Agreement, including but not limited to Exhibit C (the "Federal Grant Terms"). In the event that grant funding is lost due to the Agency's failure to deliver in compliance with the Federal Grant Terms, the Agency shall be liable for the total amount of grant funds lost, in addition to damages available elsewhere in this Agreement.
- 4.15 Employment Taxes and Employee Benefits. The Agency represents and warrants that the employees provided by the Agency to perform the Services are actual employees of the Agency, and that the Agency shall be responsible for providing all salary and other applicable benefits to each Agency employee. The Agency further represents, warrants and covenants that, with the exception of the insurance coverage referenced in Sections 6.1 and 6.2 below, it will pay all withholding tax, social security, Medicare, unemployment tax, workers' compensation and other payments and deductions that are required by law for each Agency employee. The Agency agrees that the Agency employees are not employees of the City.
5. **CITY RESPONSIBILITIES**. In addition to providing law enforcement planning for the Event Period, City agrees to the following:
- 5.1 Event Training. City agrees that it will provide Event training for participating Agency LEOs, including Event Preparatory Materials on or about July 1, 2020.
- 5.2 Lodging and Food. City will provide lodging and food for Agency LEOs performing services under this Agreement. The CMPD shall provide lodging and food location assignments to Agency LEOs in writing prior to the Event Period. This shall include a standard *per diem* for each LEO for one day's travel to, and one day's travel from, the City or portion thereof.
- 5.3 Reimbursement of Expenses. City shall cover personnel and transportation expenses of LEOs providing services during the Event Period.
6. **INSURANCE**.

- 6.1 Law Enforcement Liability. The City will procure a law enforcement liability insurance policy with a coverage limit of at least fifty million dollars (\$50,000,000) insuring Agency, as well as all other assisting law enforcement agencies, and all participating LEOs in their individual capacities while acting within the scope of their employment (defined as "performing security work as assigned by the CMPD during the Event Period"), against job-related liability claims including torts and constitutional allegations unless the assisting Agency or LEO acted in bad faith or with malicious purpose or in a manner exhibiting willful and wanton disregard of human rights, safety or property. The coverage will be primary and each agency and its officers will be named as additional insureds by endorsement. Legal defense of all claims and all claims processing will be provided by the City or by the insurer. The City shall have the exclusive right to negotiate and settle claims within policy or retention limits. Agency agrees to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City or otherwise providing effective notice of events foreseeably resulting in a claim, providing documents or other potential evidence and ensuring the availability of employees for deposition and trial.
- 6.2 Workers' Compensation. The Parties understand that the Charlotte Host 2020 Committee has procured Workers' Compensation insurance coverage for injury, illness or death of Agency personnel during the Event Period. It is understood that the policy excludes employees from California, New Hampshire, Maine, Ohio, Washington, North Dakota, and Wyoming. The Parties understand that each claim will be evaluated by the insurer to determine whether the injury, illness or death is compensable pursuant to the terms of the policy.
- 6.3 Specific Coverage Automobile and Equipment. Each Party will, at all times, be legally self-insured or maintain auto insurance, equipment, and/or property insurance for its own automobiles, equipment or other property used during its performance of Event Period services. The Agency agrees that City is not responsible for any loss or damage to automobiles, equipment or other property used during the Event Period.
7. **PAYMENT TERMS.**
- 7.1 Payment Cap. The City agrees to reimburse the Agency for the Services at the rates set forth in Exhibit A, which amounts shall not exceed fifty-one thousand five hundred ninety-two dollars and forty-nine cents (\$51,592.49) (the "Payment Cap"). The Payment Cap constitutes the maximum total fees and charges payable to the Agency under this Agreement including expenses and will not be increased except by a written instrument duly executed by both parties. Except as provided for in Exhibit A, the Agency shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Agreement. Agency will comply with reimbursement processes stated in Exhibit B.
- 7.2 Necessary Costs. Agency shall only be paid for the necessary costs of participating during the Event Period as described herein.
8. **TERM OF AGREEMENT.** Unless otherwise terminated by either Party as set forth in Section 12, the term of the Agreement shall commence as of the Effective Date first written above and terminate upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials or claims unless terminated earlier as set forth herein.

9. STATUS OF AGENCY AS INDEPENDENT CONTRACTOR; RULES OF CONDUCT.

- 9.1 Independent Contractor; Agency to be Fully Responsible. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. Moreover, the rights and the obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Except to the extent covered by the insurance policies covering the City under Section 6 of this Agreement and the "not to exceed" compensation amount stated herein, Agency acknowledges and affirms that unless specifically provided for by this Agreement, Agency remains fully responsible for any and all obligations as the employer of its LEOs assigned to the Event Period except as specifically provided by this Agreement.
- 9.2 Discipline / Internal Investigation/ Criminal. The City shall refer disciplinary matters involving LEOs employed by outside agencies to that Agency. The City and Agency agree to fully cooperate in any internal or criminal investigation involving each Party's LEOs to the extent permissible by law or by that Agency's collective bargaining agreements if applicable. Nothing in this section prevents the City from conducting its own independent investigation and making its own findings.

10. MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES.

- 10.1 Each Party to be Responsible. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive any rights and benefits either party has with regard to its status under the insurance coverage described herein.
- 10.2 No Waiver of Defense or Immunity. It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to the Agency. Parties understand and agree that each Party has not waived the rights, immunities and protections provided by law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, their respective officials and employees, may have this Agreement or any other common-law immunity or limitation of liability, all of which are hereby reserved by the Parties hereto.

11. RECORDS AND DISSEMINATION OF INFORMATION.

- 11.1 Agency to Comply. The Agency shall comply with all applicable local, state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data including those methods and procedures as set forth as privileged by the Secret Service or other governmental entity. Such records or data may be in hard copy, printed, digital or electronic format.

- 11.1.1 If the Agency has custody of a record provided by the City which contains specialized details of security arrangements or investigations, the Agency shall refer any request to inspect that record to the City which shall review the material to determine whether it is privileged under law.
- 11.1.2 Agency agrees to treat as confidential all information associated with or generated as a result of the work performed under this Agreement or related to the Event or the Event Period in any way ("Event Information").
- 11.1.3 Agency will provide prior notice to City of any request for and/or release, transmission, or other disclosure of Event Information (as defined in the previous paragraph), and will provide City the opportunity to review and object to any such disclosure.
- 11.2 City Access to Records. The Agency agrees that any duly authorized representative of the City, including the City Auditor or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent books, documents, paper, records and data of the Agency, involving transactions related to this Agreement until the expiration of seven (7) years after the termination of this Agreement.
- 11.3 Agency to Provide Records. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested. In the event any records are privileged under law, City will be responsible for obtaining any applicable protective order.

12. TERMINATION RIGHTS OF PARTIES.

- 12.1 By the City. The City may terminate this Agreement at any time without penalty. In addition to the foregoing termination rights, the City may terminate this Agreement without penalty based on the failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and Agency's failure to cure such default within seven (7) calendar days after the City provides Agency with notice of such failure.
- 12.2 By the Agency. The Agency may terminate this Agreement without penalty based on the failure of the City to comply with or perform any material term, condition or obligation contained in this Agreement and City's failure to cure such default within seven (7) calendar days after the Agency provides City with notice of such failure.
- 12.3 Act in Good Faith. Both the City and the Agency shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.
- 12.4 City Payment for Services. In the event of termination by either Party, the City will pay Agency only for those services authorized hereunder and actually, timely and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. Neither the City nor the Agency shall be entitled to the recovery of any penalties, consequential damages or attorneys' fees related in event of termination hereunder.

13. REMEDIES.

13.1 Right to Withhold Payment. In the event the Agency fails to comply with any terms or conditions of this Agreement or fails to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any available payment until the City is satisfied that: terms and conditions of this agreement have been met or that corrective action has been taken to the satisfaction of the City; or that the work or services in question was in fact provided pursuant to this agreement. This right is in addition to and not in lieu of the City's right of termination as provided in this Agreement.

13.2 Other Remedies. Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

14. GOVERNING LAW AND VENUE. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with North Carolina law and any applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court located in Mecklenburg County, North Carolina, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the Parties shall be limited by this Section.

15. NOTICE. Notices concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and other notices that may or should be given to either party under this Agreement will be made to each party as follows:

For the Agency:

→ Capt. E.L. JOHNSON
(704) 866-3294 (O)
→ ALCH C.J. ROSSELLE
(704) 866-3374 (O)
→ Chief Joseph Ramsey
704-866-3321 office
Agency Financial Officer
Gail Page - Admin Asst.
704-866-3321 office
Brenda Deller - Finance
(704) 866-3338 office

With Copy To (Agency):

Chief Ramsey
Gail Page

For the City:

Ebony Jones
Charlotte-Mecklenburg Police Department
Fiscal Affairs
601 East Trade Street
Charlotte, NC 28202
PHONE: 704-432-2485
E-MAIL: ejones2@cmpd.org

With Copy To (City):

Patrick Baker
City of Charlotte
City Attorney's Office
600 East 4th Street
Charlotte, NC 28202
PHONE: 704-336-2651
E-MAIL: Patrick.Baker@ci.charlotte.nc.us

PHONE: _____
EMAIL: _____

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.

16. LEGAL AUTHORITY.

- 16.1 Possession of Legal Authority. Each Party represents that it possesses the legal authority, pursuant to proper, appropriate statute, ordinance, official motion, resolution or action passed or taken or required, to enter into this Agreement.
- 16.2 Authorization for Person Signing. The person or persons signing and executing this Agreement on behalf of each Party hereby represents and guarantees that he/she or they have been fully authorized by such Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all the terms, conditions, performances and provisions herein.
- 16.3 Dispute as to Authority. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of such Agency.

17. ADDITIONAL PROVISIONS.

- 17.1 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- 17.2 No Waiver. Acceptance of partial performance or continued performances after breach shall not be construed to be a waiver of any such breach.
- 17.3 Assignment and Subcontracting. Neither Party is obligated or liable under this Agreement to any Party other than the other Party to the Agreement. Each Party understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits or duties under this Agreement except upon prior written consent and approval of the other Party and in the event any other such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the Parties and such assignee or subcontractor, and each Party herein named shall remain fully responsible to the other Party according to the terms of this Agreement.
- 17.4 No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties to the Agreement, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to members of the general public. It is the express intention

of the Parties that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- 17.5 Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.
- 17.6 Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the Parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.
- 17.7 Agreement as Complete Integration - Amendments. This Agreement is the complete integration of all understandings between the Parties as to the subject matter. No addition, deletion, or other amendment hereto shall have any force or effect unless in writing properly executed by the Parties. Amendments to this Agreement will become effective when approved by the City and executed in the same manner as this Agreement.
- 17.8 Survival of Certain Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
- 17.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.

[space intentionally left blank/signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Gaston County Police Department

BY: Joseph Ramey
(signature)

PRINT NAME: Joseph Ramey

TITLE: Chief

DATE: 4-13-2020

CITY OF CHARLOTTE:

BY: _____

(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

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

BY: _____

DATE: _____

EXHIBIT A
APPROVED COSTS, MAXIMUM CONTRACT REIMBURSEMENT
AND REIMBURSEMENT TABLE

This Exhibit is attached and incorporated into the TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") between the City of Charlotte ("City") and Gaston County Police Department ("Agency"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement.

Event Services and Resources: Reimbursement will be paid for law enforcement services during the event period as outlined in this Agreement. This includes, but is not limited to, crowd management, security at venues and events, traffic control, supervisory oversight and related law enforcement functions that support the safety and security of the RNC.

Personnel Costs: The maximum allowable reimbursement will be calculated according to the Reimbursement Table below as detailed by regular and overtime hours, and fringe benefits. The Agency certifies that grant funds received pursuant to this Agreement will not be used to supplant local and/or state funds. Reimbursement will be made to the Agency for salary costs for all hours assigned and worked by their personnel as RNC security under this Agreement. "Salary costs" include straight time or overtime at the actual hourly rate of the officer/employee assigned.

RNC Sworn Personnel: Each full-time equivalent (FTE) uniform officer committed to this Agreement for the duration of the Event Period shall be present at the assigned duty location fully equipped. Fully equipped is defined as in full uniform, hat, foot wear, headgear, duty belt and accessories, firearm, magazine(s), ammunition, radio and communication accessories, personal O.C. spray, and personal protective equipment (PPE) (see Approved Equipment List below).

RNC Civilian Personnel: Reimbursement will apply to civilian staff necessary for providing support to law enforcement officers assigned to the Event. All civilian personnel must be authorized by the CMPD Major of RNC Operations, or designee, prior to the Agreement being executed.

Equipment and Vehicle Usage: The Agency will be reimbursed for vehicles used in direct support of the RNC Operations Plan. This will not include transportation to and from an assigned check-in location or duty assignment at the beginning of a shift. All vehicles and equipment must be pre-approved by the CMPD Major of RNC Operations, or designee, prior to the Agreement being executed.

Reimbursement Table:

PERSONNEL COSTS		
SALARY	Number of Personnel	14
	Total Regular Hours	784
	Total Overtime Hours	392
	Total Regular Cost	\$19,487.66
	Total Overtime Cost	\$14,615.75
	TOTAL REGULAR AND OVERTIME COSTS	\$34,103.41
FRINGE BENEFITS	Pension Rate	15.90%
	FICA Rate	6.2%

	Medicare Rate	1.45%
	Other Benefits Rate	8.00%
	TOTAL FRINGE	\$10,759.63
TOTAL Salary and Benefits		\$44,863.04
15% Contingency		\$6,729.46

VEHICLE COSTS (Event Operations Use)					
Vehicle Type	Mileage Rate	Number of Vehicles	Number of Miles Roundtrip	Total Number of Roundtrips	Total Cost
Motorcycle	\$0.545	0	0	0	0
Private/Personal Vehicle	\$0.575	0	0	0	0
Government-owned Vehicle	\$0.17	0	0	0	0
Vehicle Totals					0

Maximum Labor Amount:

- Maximum Labor is calculated at the maximum hourly rate listed x FTE Commitment x twelve (12) hour shifts x seven (7) days.
- Contingency column is calculated at 15 percent (15%) of the maximum labor, planning, training, contingency, and vehicle costs.

Approved Equipment List:

- Class A or Class B Uniform with hat *
- Badge
- Name Plate
- Service Weapon
- Ammunition
- Handcuffs
- Bullet proof vest
- Traffic Vest
- Gas Mask
- Radio
- Flashlight
- Personal OC Spray

*This is your official Agency-issued uniform, hat and shoes/boots. Long or short sleeve shirts are acceptable, but no BDU-type uniforms unless otherwise authorized by a CMPD Planning Unit Commander. Each officer must also wear an identifiable name badge while performing official RNC duties for the duration of the event.

Prohibited Equipment:

- Tasers
- Any less than lethal munitions
- Riot Control Agents (personal O.C. spray is allowed)
- Body-worn Cameras/Recording equipment*

*CMPD will record officer/citizen interactions through various recording capabilities to include CMPD Liaison Officers equipped with body-worn cameras assigned to external agencies.

EXHIBIT B
FISCAL ADMINISTRATION REQUIREMENTS

This Exhibit is attached and incorporated into the TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") between the City of Charlotte ("City") and Gaston County Police Department ("Agency"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement.

Basic Requirements:

Security Work Requirement: Reimbursement will be provided only for activities and costs directly incurred for approved security work, approved administrative support work, or core services as defined in this Agreement in preparation or training for or during the RNC.

Approval Process: All sections shall be completed on the required forms and contain written certification by the Agency Financial Officer noted in Section 15 of the Agreement. Reimbursement requests shall be sent to the CMPD Major of RNC Operations, or designee, of the City.

Travel Reimbursement Process: All travel-related expenses must be pre-approved by the CMPD Major of RNC Operations, or designee, and submitted on the proper reimbursement form.

Records and Reimbursement form requirements:

Reimbursement Form: The form for requesting reimbursement for RNC security work and reimbursement for travel costs is attached and incorporated herein as Appendix A. The City may modify and update this required form as it reasonably determines necessary, in order to meet its internal or external auditing needs or the requirements of the City, CMPD and/or Federal Grant.

Agency Required Documentation for Personnel Costs: The Agency will be required to maintain individual payroll records as supporting documentation for reimbursement requests submitted to the City. These records may be in hard copy or electronic time and effort systems and must back up any and all payroll costs incurred and billed. Records must include staff name, date, assignment and time worked in support of the RNC.

Submission of Reimbursement Requests: The Agency may submit requests on a monthly basis or in accordance with the following calendar:

<u>Activity/Cost Time Period</u>	<u>Deadline for Submission</u>
Costs for the period 10/1/19 – 6/31/20	07/15/2020
Costs for period 7/1/20 – 8/1/20	08/15/2020
Costs for period 8/1/20 – 8/30/20	10/09/2020

In no event will the Agency be allowed to submit a reimbursement request past the time allowable under the Federal Grant.

Reimbursement Form(s) Adequacy: The Agency must submit a completed form, including proper signatures verifying and certifying the accuracy of the request for reimbursement. If forms are incomplete, lack appropriate documentation, or if requests for are submitted on an unauthorized form, the CMPD Major of RNC Operations, or designee, may in his/her reasonable judgment reject the request. The CMPD Major of RNC Operations, or designee, will communicate the reason for the rejection in writing. The Agency will have ten (10) days to correct the error and resubmit the claim.

Reimbursement Form Process: The CMPD Major of RNC Operations, or designee, shall review and approve each request for payment. Once the approval is obtained, the request will be forwarded to the CMPD Fiscal Affairs Division for processing.

Supporting Documentation Record Retention Requirements: All supporting records, including time sheets, activity logs, and equipment invoices, must be retained by the Agency for seven (7) years after the end of the Federal Grant period.

Additional Financial Information:

The City, subject to the terms of this Agreement, will reimburse Agency for personnel costs at the applicable hourly rate(s) stated in Exhibit A, for hours worked in planning for, training and during the RNC on security for the RNC. Training must be pre-approved by the CMPD Major of RNC Operations. Time will be rounded to the nearest quarter ($\frac{1}{4}$) hour (rounding up to the next fifteen (15) minutes for seven minutes of work or more and down for anything less than seven (7) minutes).

In addition to any requirements contained in this Agreement, all records must be maintained for future Federal Grant audits, and the Agency will be fiscally responsible for the result of any Agency error in connection with such audit.

EXHIBIT C
FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") between the City of Charlotte and Gaston County Police Department ("Agency"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement. In the event of a conflict between this Exhibit and the terms of the main body of the Agreement or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Agency represents and warrants that, as of the Effective Date of the Agreement, neither the Agency nor any subcontractor or subconsultant performing work under this Agreement (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Agreement term the Agency or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Agency shall notify the City immediately.
2. **Record Retention.** The Agency certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Agency represents and warrants that in its performance under the Agreement, the Agency shall 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.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Agency agrees 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).
5. **Energy Efficiency.** The Agency certifies that the Agency 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).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Agency certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, 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 and Federal contract, grant, loan, or cooperative agreement.

- b. 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, the Agency shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Agency must comply 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, the Agency is 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Agency 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 FEMA pre-approval.
10. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Agency, or any other party pertaining to any matter resulting from the Agreement.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The Agency certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under this Agreement (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

Joseph Ramey
Signature of Authorized Representative

Joseph Ramey
(Print Name)

Chief of Police
(Title)

4-30-2020
Date

I am unable to certify to one or more the above statements. Attached is my explanation.

Signature of Authorized Representative (Prime Contractor)

(Print Name)

(Title)

Date

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 and Federal contract, grant, loan, or cooperative agreement.
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, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 \$10,000 and not more than \$100,000 for each such failure.

Gaston County Police Department (the "Agency") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Agency understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Representative: Joseph Ramey

Printed Name of Representative: Joseph Ramey

Date: 4-30-2020

Agency Name: GASTON County Police

Address: 420 West Franklin Blvd.

City/State/Zip: Gastonia, NC 28053-1578



Assisting Agency: Gaston County Police Department		
Prepared By: Brandy Decker	Contact Phone #: 704-866-3338	Signature:
Approved By: Assistant Chief Curtis Rosselle	Contact Phone #: 704-866-3374	Signature:

Number of Personnel Attending	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost
14	784	392	\$ 19,487.66	\$ 14,615.75	\$ 34,103.41

These sets of documentation will be required:

a. Outside Agency Tracking Form. These forms will be signed off on by the personnel during the event and in the possession of the City of Charlotte (City). Please provide them to the City as soon as possible after completion.

b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.

c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet - Outside Agencies and Reimbursement Request Form).

Pension Rate	15.90%
FICA Rate	6.20%
Medicare Rate	1.45%
Other Benefits Rate	8.00%
Total Fringe	\$ 10,759.69
Total Salaries and Benefits	\$ 44,863.04
Contingency Rate	\$ 6,729.46

Number of Personnel Attending	Number of Days (Combine To and From - Promoted)	Federal Per Diem Food Rate (Travel Days)	Total Cost
14	0	\$ 42.00	\$ -

Number of Personnel Attending	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
14			\$ -

Number of Vehicles - Government-owned - Privately owned - Motorcycle	Total Miles Roundtrip (Combine To and From)	Mileage Rate	Total Roundtrips	Total Cost
0		\$ 0.170		\$ -
0		\$ 0.575		\$ -
0		\$ 0.545		\$ -

Number of Buses/Rented Vehicles	Cost Per Bus/Rented Vehicle	Total Cost
		\$ -

Bus/Vehicle Rental: Contract cost of rental vehicles or buses; highway and bridge toll fees.

Description of Additional Cost	Unit Price	Quantity	Amount of Total Cost
			\$ -
			\$ -
			\$ -

Additional Expenses: Please provide a detailed description and total cost for any additional expenses not listed specifically on this form when reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.

Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. Examples: If your trip to and from Charlotte will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging.

NOTE: Any reimbursement under this section must be preapproved in Writing by the City and such preapproval shall be attached to this form.

Total Salaries and Benefits	\$ 44,863.04
Per Diem	
Transportation	
Additional Expenses	
Contingency Rate	\$ 6,729.46
Total Cost	\$ 51,592.50

The costs initially provided above are estimates, and will be subject to review and require documentation for final approval and reimbursement.

Note: Credit card statements are not considered a valid document for the purposes of reimbursement.

Please feel free to contact the following City of Charlotte Personnel with any questions you may have:

Christina Crockett - kcrockett@cmpd.org Morgan Parks - morgan.parks@cmpd.org

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GASTON CO. FINANCE