

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG)**

**PROGRAM AWARD AGREEMENT**

This Agreement (the “Agreement”) is entered into and made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the Mecklenburg County (the “County”), a County of the State of North Carolina, and the City of Charlotte, a North Carolina municipal corporation (the “City”), specifically, the Charlotte Mecklenburg Police Department (the “CMPD”).

**RECITALS**

**WHEREAS**, this Agreement is made under the authority of the North Carolina General Statute § 160A-17.1 and § 153A-14; and,

**WHEREAS**, the City and the County believe it is in their best interests and the interests of the public for the City to allocate a portion of the 2023 JAG Program Award to the County for disbursement to the Mecklenburg County Sheriff’s Office (“MCSO”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**AGREEMENT**

- 1.** The City, as fiscal agent and applicant shall submit a joint application for a 2023 Edward Byrne Memorial JAG Program Award in the amount of six hundred seventy-two thousand three hundred ninety-five dollars (\$672,395.00).
- 2.** Upon receipt of the Award, the proceeds will be deposited into the general depository bank account of the City.

- 3.** The City agrees to allocate one hundred thirty-four thousand four hundred seventy-nine dollars (\$134,479.00) to the County. The City’s portion of the Award shall be five hundred thirty-seven thousand nine hundred sixteen dollars (\$537,916.00) to be used for expenditure on the items specified in the City of Charlotte and Mecklenburg County 2023 JAG Program Budget Law Enforcement Improvements (“Program Budget”), attached hereto, and incorporated by reference as Exhibit A.
- 4.** The County agrees to accept this allocation and disburse one hundred thirty-four thousand four hundred seventy-nine dollars (\$134,479) to the MCSO to be used for expenditure on the items specified in Exhibit A, the Program Budget, within the award’s period of performance.
- 5.** The City and the County shall use all JAG Award proceeds for law enforcement improvements and shall not expend any of the JAG Award proceeds for administrative costs to manage the Award.
- 6.** The City and the County shall be responsible for their own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
- 7.** The City and County shall comply with the DOJ Grants Financial Guide, all JAG Award requirements, providing timely information to the CMPD upon request for quarterly grant reporting, and compliance with all Grant Special Conditions, as required by the U.S. Department of Justice. Noncompliance may result in the withholding and/or rescinding of grant funds.
- 8.** The City and County shall comply with the DOJ Grants Financial Guide Section 3.14 Subrecipient Management and Monitoring and City’s Subrecipient Management Policy and subject to risk assessment process, required subrecipient monitoring and audit process by the prime award recipient; including permitting access to documents required for audit, and resolution process when there is an audit finding.
- 9.** The County shall submit to the CMPD quarterly accountability metrics data on training that its sworn law enforcement personnel have received related to use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public in accordance with JAG Award special conditions.
- 10.** The County shall comply with its documented procurement procedures which reflect applicable State and local statutes and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.320. Non-compliance or audit finding may result in need for the County as sub-grantee to return grant funds.

- 11. All procurement transactions must be conducted in a manner that provides full and open competition as described in 2 CFR Part 200.319. All procurement methods and vendor selection process must be documented and be available upon request by the CMPD. Non-compliance or audit finding may result in need for the County as sub-grantee to return grant funds.
- 12. Prior authorization from the CMPD is required to incur any recruitment campaign or advertising-related grant expenditures. To obtain authorization, the County shall submit drafts of all recruitment campaign materials to the CMPD for review to verify that the content is in compliance with requirements set forth in 2 CFR Part 200.421 as a condition of reimbursement no later than 30 days prior to the planned date of publication. The County understands that this process may also require approval from the primary granting agency. Non-compliance or audit finding may result in need for the County as sub-grantee to return grant funds.
- 13. Necessary Federal Contract Terms and Conditions are attached and incorporated into this agreement as Exhibit D. 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.
- 14. This Agreement does not create any obligations express or implied other than those set out herein and shall not create any rights in any third party not a signatory hereto.

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

**ATTESTED:**

**MECKLENBURG COUNTY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTESTED:**

**CITY OF CHARLOTTE:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Exhibit A****City of Charlotte and Mecklenburg County 2023 JAG Program Budget****Police Cadet Program****\$31,347.68**

The Cadet Program will provide 10 qualified students, actively enrolled in a local college, an opportunity to work in a professional, law enforcement environment, while learning about and training for future employment as a Police Officer with the Charlotte-Mecklenburg Police Department. The program's intent is to enhance the participating student's knowledge of the CMPD and all operating aspects so that when the participant turns 21, he or she may enter a career as a Charlotte-Mecklenburg Police Officer. As Police Cadets work in different areas of the department, they will develop the necessary skills to make them the type of officer CMPD needs to be successful in its mission to prevent the next crime.

Police Cadets are assigned to various units within the CMPD, based on unit need. Students entering the program as freshmen may be assigned to tasks that may not require as much in-depth knowledge of the department's function as a more experienced student in the program.

Among other duties, Cadets:

- Will receive extensive training in the use of department databases and reporting systems, Police Communications, Ethics, and Smith System Safe Driving techniques, among other training
- Will be evaluated, according to attendance, grades, uniform and appearance, and completion of work assignments, among other areas of work-based performance
- Will maintain eligibility for full-time employment as a CMPD Employee

**Summer Internship Program****\$261,804.80**

The CMPD's 8-week Summer Internship Program introduces students to opportunities and disciplines within the law enforcement field. The purpose of the program is to allow interns who desire to become law enforcement officers with the CMPD the opportunity to work in a CMPD Investigative, Support Services, and /or Field Service Group for the duration of their internship. The program provides interns an overview of the various work duties and responsibilities of sworn law enforcement personnel.

Students participating in the CMPD's Summer Internship Program must be enrolled at a college or university as an undergraduate or graduate student. Interns participating in the program are expected to complete a written assignment and conduct an oral presentation detailing specific assignments/duties that they were tasked with during the internship, including lessons learned, and indicate if their experience has inspired them to pursue a career in law enforcement. Funds will be used to offer a paid internship program.

**Crime Laboratory Overtime****\$21,530.00**

Funds will be used for the analysis of forensic evidence in criminal cases designated as "priority" by the CMPD and to reduce periodic backlogs in evidence analysis. The funds will be used by the CMPD's Crime Laboratory Division including DNA, Fingerprints, and Firearms. These include

cases where police need to identify a suspect, establish links between cases or rapidly clear a high-profile case or series of cases which are creating fear in the community. The funds will also be used to reduce periodic backlogs in evidence analysis. The use of the overtime funding will be determined based upon the CMPD’s needs during the grant period.

**Patrol Overtime \$223,233.53**

Patrol overtime funds are crucial to the success of the City of Charlotte’s crime reduction strategy. These funds will provide overtime for enforcement and problem-solving initiatives allowing patrol officers to address crime problems at the neighborhood level, including responding to emerging crime trends, identifying, and targeting suspects, chronic crime trends, and working with partners to address the enablers of crime. The funds will also be used to address drug and/or gang issues at the neighborhood level.

**The Mecklenburg County Sheriff’s Office (MCSO) budget for \$134,479.00 in JAG funding consists of the following four (4) components:**

**Bola Wrap Devices and Accessories \$26,399.00**

MCSO will purchase 15 Bola devices to expand their response to detention center residents that are combative.

**Radar Equipment \$27,528.00**

The MCSO will purchase 12 additional Bee III Radar units for installation in patrol vehicles in the Field Operations Division.

**OVRT Rifle Storage for Courthouse \$7,300.00**

MCSO will purchase 2 secure weapon storage devices for enhanced security. The storage devices will be located at Mecklenburg County Courthouse.

**2024 15-Passenger Sprinter Van \$73,252.00**

MCSO will purchase a sprinter van that will be assigned for training purposes. This 15-passanger van will provide MCSO employees transportation while attending training.

**Exhibit B**  
**Approved RCA**

**Exhibit C**  
**Signed Resolution**

**EXHIBIT D**  
**FEDERAL CONTRACT TERMS AND CONDITIONS**

This Exhibit is attached and incorporated into the 2023 Byrne Justice Assistance Grant (JAG) Program Award Agreement (the “Agreement”) between the City of Charlotte and the Mecklenburg County (the “County”). 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 County represents and warrants that, as of the Effective Date of the Agreement, neither the County 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 County or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the County shall notify the City immediately.
2. **Record Retention.** The County certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The County further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) 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 County represents and warrants that in its performance under the Agreement, the County 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 County 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 County certifies that the County 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 County certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 County 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 County 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 County 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 County is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 Agreements," and any implementing regulations issued by the awarding agency.
  9. **DHS Seal, Logo, and Flags.** The County 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. **Domestic (U.S.) Procurement Preference.** The County should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
  11. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, County, or any other party pertaining to any matter resulting from the Agreement.

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

The bidder, contractor, or subcontractor, as appropriate, 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 the Agreement, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any 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 enumerated 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.

\_\_\_\_\_  
**Signature of Authorized Representative (Prime Contractor)**  
\_\_\_\_\_  
**(Print Name)**  
\_\_\_\_\_  
**(Title)**  
\_\_\_\_\_  
**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.

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

Signature of Representative: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_