



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Budget & Strategy

Board Action

File #: 22-428

Commissioner Worley - Budget & Strategy - To Accept and Appropriate Federal Grant Funds for the 2022 Edward Byrne Memorial Justice Assistance Grant and to Approve the Interlocal Agreement Between the City of Gastonia and Gaston County (JAG - \$72,546)

STAFF CONTACT

Pat Laws - Budget & Strategy - 704-866-3771

BUDGET IMPACT

Appropriate Federal funds. No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Office of Justice Programs, US Department of Justice makes grants to local units of government to prevent and control crime, administer justice, and assist crime victims. The DOJ's Edward Byrne Memorial Justice Assistance Grant (JAG) is a formula grant that allows agencies to support a broad range of activities to prevent and control crime based on their own local needs and conditions. Gaston County is slated to receive assistance through the Department of Justice's Justice Assistance Grant program. JAG funding is distributed through a joint award to be shared among the Gastonia Police Department, Gaston County Police Department and the Gaston County Sheriff's Office, as outlined through an Interlocal Agreement between Gaston County and the City of Gastonia. As part of the Federal 2022 Budget, a joint award was made in the amount of \$72,546. The amount of this award was determined based on Part I Crimes. The Sheriff's Office was then allocated a percentage of funds proportionate to its costs for incarceration related to Part I Crimes. Based on this formula, the City of Gastonia Police Department will receive \$41,598; the Gaston County Police Department will receive \$12,811 and the Sheriff's Office will receive \$18,137.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request (BCR) and Interlocal 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	AFraley	BHovis	KJohnson	Thelgher	TPhilbeck	RWorley	Vote
2022-317	10/25/2022	TK	KJ	A	AB	A	A	A	AB	A	U

DISTRIBUTION:

Laserfiche Users

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

[illegible]

CONTRACT NO. _____

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF GASTONIA AND THE COUNTY OF GASTON, NC FOR THE
ALLOCATION OF 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Interlocal Agreement is made and entered into this 12th day of August, 2022, 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 \$41,598.00 from the 2022 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 2022 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 \$41,598.00 from 2022 Byrne JAG funds received by COUNTY.
- 1.3 City's Use of Awarded Funds.** CITY agrees to utilize the entire amount of these funds (\$41,598.00) 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, 2025.

1.4 **Reimbursement to City.** CITY's expenditures chargeable against its portion of the 2022 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 2022 Byrne JAG Program (\$41,598.00).

1.5 **Special Conditions.** As a Byrne JAG Sub-Awardee for FY 2022, 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 2022, 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.

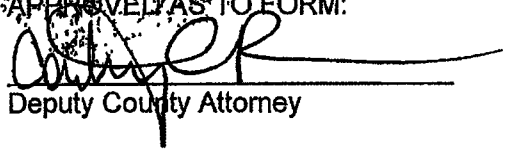
GASTON COUNTY


County Manager

ATTEST:


Clerk to the Board

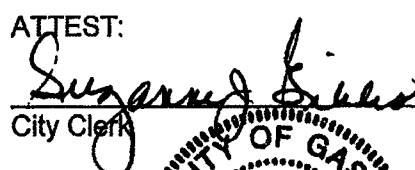
APPROVED AS TO FORM:

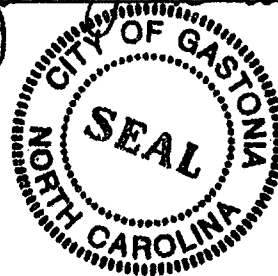

Deputy County Attorney

CITY OF GASTONIA


City Manager

ATTEST:


City Clerk



STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Marcella McCaskill, a Notary Public of the aforesaid County and State, do hereby certify that Angela Stack ^{Deputy} 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 12th day of July, 2022.

Marcella McCaskill
Notary Public

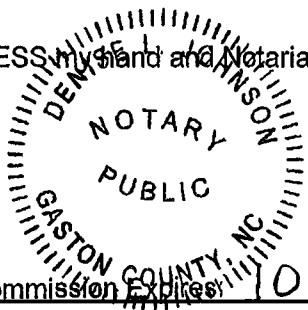
My Commission Expires: 2-26-2027

MARCELLA MCCASKILL
Notary Public
GASTON COUNTY, NC
My Commission Expires 2-26-2027

STATE OF NORTH CAROLINA
COUNTY OF Gastonia City Police

I, Denise L. Johnson, a Notary Public of the aforesaid County and State, do hereby certify that Suzanne 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 8th day of Aug, 2022.



Denise L. Johnson
Notary Public

My Commission Expires 10-30-2026



Contract Approvals/Certificates

CONTRACT: 20230016 -2022 JAG GRANT

Approved as to form:

Darius S. Brown

8/8/2022 9:49:58AM