



Gaston County

Gaston County
Board of Commissioners
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Budget and Purchasing Board Action

File #: 19-374

Commissioner Worley - Budget/Purchasing - To Approve an Interlocal Agreement Between the County of Gaston and the City of Gastonia Accepting the Receipt and Distribution of 2019 Byrne Justice Assistance Grant (JAG) Program Award Funds

STAFF CONTACT

Pat Laws - Budget - 704-866-3771

BUDGET IMPACT

Appropriate Additional Federal Funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The purpose of the joint application is to provide resources for Gaston County's three largest law enforcement agencies to enhance their capabilities for preventing, intervening, suppressing and managing crime and disorder within each agencies respective jurisdiction. Each agency has their own set of needs and this funding will help to alleviate financial burdens currently being experienced in Gaston County.

Per the grant requirements, each agency will be setting aside 3% of funding to become National Incident Based Reporting System (NIBRS) compliant. The remaining funds will be used in the following manner.

Gastonia Police Department: \$38,289

The Gastonia Police Department is using its share of the funds to focus on upgrading technology in the mobile command truck to provide an up-to-date resource when faced with emergency situations. The mobile command truck is also utilized throughout the community and loaned to other agencies when needed. The department will also be bringing in a trainer for agency personnel to learn about how to be NIBRS compliant.

(Continued on Page 2)

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	AFaley	BHovis	TKeigher	TPhilbeck	RWorley	Vote
2019-254	09/24/2019	CB	BH	A	A	AB	A	AB	A	A	U

DISTRIBUTION:

Laserfiche Users

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

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The Gaston County Police Department is using its share of the funds to purchase new E-Citation printers, thermometers, fingerprint scanners, and printers to help streamline the daily operations of officers. A portion of their funds will also be used to become NIBRS compliant.

Gaston County Sheriff's Office: \$15,882

The Gaston County Sheriff's Office is using its share of the funds to purchase printers for office use and an exercise machine to assist deputies and civilians improve their health and wellness. A portion of their funds will also be used to become NIBRS compliant.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request, Interlocal Agreement and Exhibit A

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Dr. Kim S. Eagle COUNTY MANAGER

FROM: 4131 Budget/Purchasing
Dept. # Department Name

Matt Rhoten 9/3/2019
 Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER Fund - Function - Dept - Division - Object - Project xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	AMOUNT Whole Dollars Only (See Note Below)
2019 JAG Grant: Police	010-02-4310-4310-425042-20538	(\$9,359)
2019 JAG Grant: Police	010-02-4310-4310-560000-20538	\$9,359
2019 JAG Grant: Sheriff	010-02-4315-4315-425042-20539	(\$15,882)
2019 JAG Grant: Sheriff	010-02-4315-4315-560000-20539	\$15,882

JUSTIFICATION FOR REQUEST:

Gaston County has been awarded grant funds 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. The County's portion of the award is \$25,241. The amount of this award was determined based on Part I Crimes. (No county funds.)

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.

CONTRACT NO.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF GASTONIA AND THE COUNTY OF GASTON, NC FOR THE
ALLOCATION OF 2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
AWARD**

This Interlocal Agreement is made and entered into this ____ day of ____, 2019, 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 CITY agrees to provide the COUNTY \$25,241.00 from the 2019 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 CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds received by the City 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.** CITY shall serve as the 2019 Fiscal Agent for the Byrne JAG Program award described herein.
- 1.2 Pass Through to County.** CITY agrees to allocate to COUNTY a total of \$25,241.00 from 2019 Byrne JAG funds received by CITY.
- 1.3 County's Use of Awarded Funds.** COUNTY agrees to utilize the entire amount of these funds (\$25,241.00) 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 COUNTY by no later than September 30, 2022.

1.4 Reimbursement to County. COUNTY'S expenditures chargeable against its portion of the 2019 JAG funds will be submitted to CITY on a quarterly basis. CITY will reimburse COUNTY on a quarterly basis upon submission of appropriate documentation. Reimbursements to COUNTY shall not exceed the amount awarded to COUNTY for the 2019 Byrne JAG Program (\$25,241.00).

1.5 Special Conditions. As a Byrne JAG Sub-Awardee for FY 2019, COUNTY agrees to comply with all special conditions applicable to this award to CITY as Prime Awardee.

1.6 Programmatic Conditions. As a Byrne JAG Sub-Awardee for FY 2019, COUNTY 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.

CITY OF GASTONIA

GASTON COUNTY

City Manager

County Manager

ATTEST:

ATTEST:

City Clerk

Clerk to the Board

APPROVED AS TO FORM:

(Asst.) City Attorney

(Asst.) County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby
certify that _____ 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 ____ day of ____, 2019.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF Gastonia City Police

I, _____, a Notary Public of the aforesaid County and State, do hereby
certify that _____ 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 ____ day of ____, 2019.

Notary Public

My Commission Expires: _____

Exhibit A

The purpose of this joint application is to provide resources for Gaston County's three largest law enforcement agencies to enhance their capabilities for preventing, intervening, suppressing and managing crime and disorder within each agencies respective jurisdiction. Each agency has their own set of needs and this funding will help to alleviate financial burdens currently being experienced in Gaston County.

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