

Sponsor: Mike Holt

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

Section 1. That the City of Florence and the Lauderdale County Commission enter into a Disparate Jurisdiction Agreement and a Memorandum of Understanding in order to make application to the U.S. Department of Justice, Office of Justice Programs, for a 2024 Justice Assistance Grant (JAG) Program Award.

Section 2. Be it further resolved by the applicant that Andy Betterton, in his official capacity as Mayor, is authorized to confirm and ratify said grant application.

ADOPTED this ____ day of _____, 2024.

City Council

APPROVED this ____ day of _____, 2024.

Mayor

ADOPTED & APPROVED this ____ day of _____, 2024.

City Clerk

STATE OF ALABAMA *

LAUDERDALE COUNTY *

DISPARATE JURISDICTION AGREEMENT

Due to the fact that the jurisdictions of Lauderdale County, Alabama, and the City of Florence, Alabama have been certified as disparate jurisdictions by the Alabama State Attorney General for purposes of application to the Edward Byrne Memorial Justice Assistance Grant Program (JAG); and

In recognition of the fact that Lauderdale County, Alabama, and the City of Florence, Alabama are authorized to receive a total of \$20,309.00 in JAG Funds for 2024 and

Due to the fact that this funding disparity among JAG grant applicants must be resolved in accordance with the provisions of the JAG Grant Program

It is herein agreed that a joint application for the Edward Byrne Memorial Justice Assistance Grant Program shall be made in the amount of \$20,309.00 for the City of Florence and Lauderdale County, Alabama and the funding will be divided equally for a total of \$10,154.50 for the City of Florence and \$10,154.50 for Lauderdale County.

Done this the 23RD day of September, 2024.

COUNTY OF LAUDERDALE

Witness:





Danny Pettus, Chairman
Lauderdale County Commission

CITY OF Florence Police Department

Witness:

Andy Betterton, Mayor
City of Florence

City agrees to use \$10,154.50 for the JAG Program within the grant guidelines.

SECTION 3.

Each party to this Agreement will be responsible for its 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.

SECTION 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

SECTION 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Florence, Alabama

County of Lauderdale, Alabama

Mayor



Lauderdale County Commission
Chairman

ATTEST:

ATTEST:



GMS GRANT APPLICATION NUMBER _____

STATE OF ALABAMA

COUNTY OF LAUDERDALE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FLORENCE
AND THE COUNTY OF LAUDERDALE, ALABAMA

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

This Agreement is made and entered into this _____ day of October, 2024 by and between the County of Lauderdale, acting by and through its governing body, the County Commission, hereinafter referred to as County, and the City of Florence, acting by and through its governing body, the City Council, hereinafter referred to as City, both of Lauderdale County, State of Alabama, witnesseth:

WHEREAS, this agreement is made under the authority of City and County governing bodies; and

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

WHEREAS, each governing body finds that the performance for 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 of functions under this agreement, and

WHEREAS, the City agrees to serve as the applicant and fiscal agent for the joint funds, and

WHEREAS, the City agrees to provide the County \$10,154.50 of the total \$20,309.00 of the JAG Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds

NOW THEREFORE, the City and County agree as follows:

SECTION 1.

City agrees to pay the County a total of \$10,154.50 of the JAG Program funding to be used within the grant guidelines..

SECTION 2.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the jurisdictions of Lauderdale County, Alabama, and the City of Florence, Alabama have been certified as disparate jurisdictions by the Alabama State Attorney General for purposes of application to the Edward Byrne Memorial Justice Assistance Grant Program (JAG); and

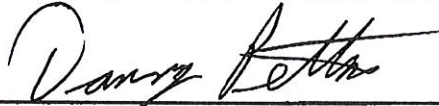
WHEREAS, Lauderdale County and the City of Florence, Alabama are authorized to receive a total of twenty thousand three hundred nine dollars in JAG funds for 2024; the funding will be divided equally for a total of ten thousand one hundred fifty-four dollars and fifty cents each for the City of Florence and Lauderdale County as detailed in a Memorandum of Understanding and Disparate Jurisdiction Agreement between the two parties that will be attached to this resolution.

NOW THEREFORE BE IT RESOLVED that the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) is herein approved and accepted and that the City of Florence will be the lead applicant and financial administrator for the grant.

BE IT FURTHER RESOLVED that any necessary budget amendments are herein authorized for the financial management of this grant.

Done this the 23rd day of September, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator