MEMORANDUM OF UNDERSTANDING BETWEEN MESA COUNTY AND THE CITY OF GRAND JUNCTION 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between MESA COUNTY ("COUNTY") a political subdivision of the State of Colorado and the CITY OF GRAND JUNCTION ("CITY") a home rule municipal corporation of the State of Colorado, jointly referred to as the PARTIES.

WHEREAS the PARTIES are making a joint application for the 2022 Edward Byrne Memorial Justice Grant (JAG) Program hereinafter referred to as the "Grant"; and

WHEREAS, the PARTIES are required in conjunction with the grant application process to sign a Memorandum of Understanding (MOU) indicating who will serve as the applicant/fiscal agent for the grant as well as to allocate among themselves the grant funds and identify the purposes for which the funds will be used; and

WHEREAS, pursuant to the requirements of the Grant, the PARTIES are reducing to writing their mutual understanding of which agency will serve as the applicant/fiscal agent for the Grant, as well as the distribution to each of the PARTIES and the purposes for which the funds will be used; and

WHEREAS, each of the PARTIES finds that the performance of this MEMORANDUM OF UNDERSTANDING is in the best interests of the Parties, that the undertaking of the agreement and the expenditure of the Grant will benefit the public, and that the division of Grant will afford each party an opportunity to perform services and functions in accordance with the Grant and this MOU.

NOW THEREFORE, the PARTIES agree as follows:

A, DESIGNATION OF APPLICANT/FISCAL AGENT

The PARTIES hereby agree that the CITY shall be the designated applicant/fiscal agent in conjunction with the Grant.

B. ALLOCATION OF GRANT MONIES

The PARTIES agree that the Grant amount of FOURTY THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS (\$40,518) shall be divided equally by the PARTIES as follows and in accordance with this agreement: City of Grand Junction \$20,259 (including administrative costs) and Mesa County \$20,259.

C. USE OF GRANT FUNDS BY THE PARTIES

The CITY agrees to use its share of the Grant (\$20,259) to enhance the safety of the officers and community members which purposes are consistent with the Grant program award and applicable Federal law.

The COUNTY agrees to use its share of the Grant (\$20,259) for continued purchasing of protective gear which purposes are consistent with the Grant program award and applicable Federal law.

D. LIABILITY FOR CLAIMS

Each Party shall each be responsible for any suits, demands, costs or actions resulting from its own acts or omissions and each Party may insure against such possibilities as each PARTY deems.

IN WITNESS WHEREOF, the Parlies have caused this Agreement to be executed by properly authorized signatories on the dates shown.

ATTES

Amy Phillips, City Clerk

Approved as to form:

John P. Shaver

City Attorney

MESA COUNTY SHERIFF'S DEPARTMENT Todd Rowell, Sheriff date CITY OF GRAND JUNCTION, COLORADO Greg Caton, City Manager Doug Shoemaker, Police Chief date