

**MEMORANDUM OF UNDERSTANDING BETWEEN MESA COUNTY AND THE CITY OF GRAND JUNCTION
2024 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 2024 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 THIRTY-EIGHT THOUSAND FIVE HUNDRED FOURTY THREE DOLLARS (\$38,543) shall be divided by the PARTIES as follows and in accordance with this agreement: City of Grand Junction \$23,125 (including administrative costs) and Mesa County \$15,418.

C. USE OF GRANT FUNDS BY THE PARTIES

The CITY agrees to use its share of the Grant (\$23,125) 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 (\$15,418) 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

necessary and appropriate. The Parties understand and agree that the County and the City, and their respective officials and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time-to-time amended, or otherwise available to any of the Parties, their officials, or their employees. Each PARTY shall be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

E. THIRD PARTY RIGHTS

This MOU does not, and shall not, be construed to provide any right(s) to any third party. The PARTIES do not intend for any third party to obtain a right by virtue of this agreement or the Grant funding that may be awarded. This MOU shall not create any rights in any PARTY not a signatory hereto.

Nothing contained herein is deemed or should be construed by the Parties or by any third party as creating the relationship of principal and agent, a partnership or a joint venture between the Parties, or an employment relationship between the Parties.

F. ENTIRE UNDERSTANDING

This MOU contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this MOU.

G. AGREEMENT

Upon award of the Grant, the PARTIES shall enter into an Agreement setting forth the final terms and conditions of the Grant allocation and management.

This Agreement is to be construed according to its fair meaning and as if prepared jointly by the Parties and is deemed to be and contain the entire understanding and agreement between the Parties. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this agreement unless set forth in writing and signed by the Parties.

This MOU cannot be modified except in writing signed by all the Parties.

This Agreement will be governed by, and its terms construed, under the laws of the State of Colorado and as applicable Federal law regarding the Grant.

Venue for any action to enforce or interpret this Agreement shall be in Mesa County, State of Colorado.

If any term or condition of this agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition, will not in any way affect any of the other terms or conditions of this agreement, provided that the invalidity of any such term or condition does not materially prejudice any Party in their respective rights and obligations under the valid terms and conditions of this agreement or the Grant award.

H. COUNTERPART SIGNATURES

This Agreement may be signed by the Parties in counterparts.

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

MESA COUNTY SHERIFF'S DEPARTMENT



Todd Rowell, Sheriff

10-24-24

date

CITY OF GRAND JUNCTION, COLORADO



Andrea Phillips, Interim City Manager

1.28.25

date

MICHAEL P. BARNETT


Matt Smith, Police Chief

date

ATTEST:



Selestina Sandoval, City Clerk

date

Approved as to form:



John P. Shaver
City Attorney

20 January 2025

date