

**SUBRECIPIENT AWARD AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND MESA COUNTY
FOR THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): #15PBJA-24-GG-05007-JAGX

SUBRECIPIENT NAME: MESA COUNTY

SUBRECIPIENT'S UNIQUE ENTITY IDENTIFIER: J4JZWDMQP351

FEDERAL AWARD DATE: 12/5/2024

SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: 1/1/2025 – 12/31/2025

SUBAWARD BUDGET PERIOD START AND END DATE: 1/1/2025 – 12/31/2025

AMOUNT OF FEDERAL FUNDS OBLIGATED IN THIS ACTION/AGREEMENT: FIFTEEN THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS (\$15,418).

Total Amount of Federal Funds Obligated to the Subrecipient Including the current financial obligation: FIFTEEN THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS (\$15,418).

TOTAL AMOUNT OF THE FEDERAL AWARD COMMITTED TO THE SUBRECIPIENT: \$15,418

FEDERAL AWARD PROJECT DESCRIPTION: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

MESA COUNTY agrees to utilize its allocation (\$15,418) for the purchase of body armor vests. Vests purchased with JAG funds must have been tested through the National Institute of Justice (NIJ) Compliance Testing Program (CTP), and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, MESA COUNTY agrees to provide the CITY OF GRAND JUNCTION with a copy of its written mandatory wear policy as well as sign a BJA Body Armor Mandatory Wear Policy Certification before funds can be utilized.

MESA COUNTY acknowledges that it may not utilize JAG funds to satisfy the 50 percent match requirement of the Patrick Leahy Bulletproof Vest Partnership (BVP) Program, or as match for any other federal awards.

FEDERAL AWARDING AGENCY: U.S. Department of Justice (DOJ) Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)

FEDERAL AWARDING AGENCY CONTACT: Kathy Mason

202-598-7538

Kathy.Mason@usdoj.gov

PASS-THROUGH AGENCY: CITY OF GRAND JUNCTION

PASS THROUGH AGENCY CONTACT: Crystal Madrigal

970-244-1566

Crystalm@gjcity.org

ASSISTANCE LISTINGS NUMBER AND TITLE: 16.738 Edward Byrne Memorial Justice Assistance Grant Program

IDENTIFICATION OF WHETHER THE AWARD IS RESEARCH AND DEVELOPMENT (R&D): No

INDIRECT COSTS: Indirect cost rate may be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate) so long as the subrecipient has negotiated a rate with the City or informed the City of the intent to allocate indirect costs and the method which they will be applied to the award prior to the first reimbursement request.

BY SIGNING AND ACCEPTING THIS AWARD, THE SUBRECIPIENT AGREES TO COMPLY WITH ALL FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD AS WELL AS ANY REQUIREMENTS LISTED IN THIS AGREEMENT.

IN ADDITION TO FEDERAL STATUTES, REGULATIONS, AND TERMS OF THE FEDERAL AWARD, THE SUBRECIPIENT AGREES TO ADHERE TO THE SUBRECIPIENT MONITORING AND MANAGEMENT POLICIES OUTLINED IN APPENDIX A OF THE CITY OF GRAND JUNCTION'S GRANT POLICIES AND PROCEDURES. THIS INCLUDES COMPLIANCE WITH AUDIT, FINANCIAL REPORTING, AND RECORD RETENTION REQUIREMENTS. A COPY OF THESE POLICIES CAN BE PROVIDED UPON REQUEST.

- The subrecipient will permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. Part 200
- The subrecipient agrees to comply with the audit requirements defined in the SINGLE AUDIT REQUIREMENTS section below.

- The subrecipient agrees, whether subject to the audit requirements or not, to continue to comply with any Federal statute and regulations that require the subrecipient to maintain records concerning Federal awards provided to the subrecipient and the record retention requirements enumerated in this agreement with the City or the conditions of the federal award.

SINGLE AUDIT REQUIREMENTS: Any subrecipient that receives Federal awards is responsible for complying with the Uniform Guidance 2 CFR Part 200 Subpart F. In accordance with §200.501 (a), if a subrecipient expends \$1,000,000 or more in Federal awards during any fiscal year, the entity must have a single or program-specific audit conducted for that fiscal year. Each subrecipient is responsible for ensuring that any single or program-specific audit required by the Uniform Guidance adheres to §200.500 - §200.521. The City will review each audit received for compliance with the appropriate regulations. If a subrecipient expends less than \$1,000,000 in Federal awards in its fiscal year, no audit is required for that fiscal year pursuant to §200.501 (d), except as required by §200.503.

In conjunction with the requirements at §200.512, audited financial statements prepared in accordance with the Uniform Guidance shall be provided to the City by the subrecipient within the earlier of 30 days after receipt of the Auditor's Report(s), or 9 months after the end of the audit period.

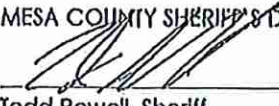
REPORTING REQUIREMENTS: The subrecipient agrees to submit any necessary information, as required by the pass-through entity, to complete the mandatory quarterly Federal Financial Reports (SF-425) and Semi-Annual Performance Reports. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the subrecipient must agree to provide data that measures the results of its work. The subrecipient must submit necessary data, as identified by the pass-through entity, to complete the mandatory quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformanceools.org). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High-Risk designation for the subrecipient and pass-through entity.

The subrecipient agrees to comply with all other applicable reporting requirements and conditions of the federal award which will be provided by the pass-through entity.

CLOSEOUT REQUIREMENTS: The subrecipient agrees to maintain records for a period of 3 years from the date of submission of the final expenditure report (SF 425) in accordance with Part 200 Uniform Requirements, and the conditions of the federal award.


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

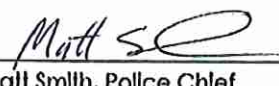

Todd Rowell, Sheriff

2-19-25
date

CITY OF GRAND JUNCTION, COLORADO


Michael Bennell, City Manager

2.13.25
date


Matt Smith, Police Chief

2/19/25
date

ATTEST:


Selostina Sandoval, City Clerk

2/19/25
date

Approved as to form:


John P. Shover, City Attorney

13 FEB 2025
date

**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