

**AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA,
REGARDING THE 2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG
PROGRAM) AWARD**

This Agreement is made and entered into this 9th Day of August, 2022, by and between ARAPAHOE COUNTY, (hereinafter referred to as “the County”) and the CITY OF AURORA (hereinafter referred to as “the City”) both of Arapahoe County, State of Colorado, witnesseth:

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG PROGRAM) through the United States Department of Justice provides grant funding to states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions; and

WHEREAS, the CITY and the COUNTY wish to obtain funding from the JAG Program through the FY 2022 LOCAL SOLICITATION (hereinafter referred to as “the Grant”) in order to fund various improvements and updates as described in this Agreement below; and

WHEREAS, the intent of this Agreement is to have the CITY OF AURORA apply for JAG Program funds from the United States Department of Justice and to divide such grant funds between the COUNTY and CITY as set forth herein; 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 of this Agreement is in the best interests of all 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.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

Section 1

The City will be responsible for submitting the Grant application to the Department of Justice. If the application is approved, the City anticipates that it will receive from the United States Department of Justice the total amount of grant funding in the amount of \$269,515. The City will allocate \$21,960 of the Grant funds to the County. The County will request reimbursement for the funds used on a quarterly basis.

Section 2

The County and the City agree to allocate the total amount of JAG Program funds of \$269,515 as follows:

ARAPAHOE COUNTY

1. \$8,250 to purchase 150 NARCAN Nasal Spray Kits for emergency treatment of opioid overdose in the field by ACSO first responders;
2. \$13,710 to provide approximately 200 hours of proactive high visibility patrol to prevent and respond to active threats targeting public events, entertainment districts and other “soft target” public venues.

CITY OF AURORA

The City will allocate a total of \$247,555 for public safety and crime control programs as submitted and approved by the United States Department of Justice during the grant application process.

Section 3

The County agrees to use \$21,960 of the Grant funds between the dates in which the funds are received through September 30, 2025, the period covering the Grant.

The City agrees to use \$247,555 of the Grant funds between the dates in which the funds are received through September 30, 2025, the period covering the Grant.

Section 4

The County agrees to submit to the City all financial reports, performance reports, and any other reports or documentation required by the Grant on or before the last day of each calendar quarter so that the City may complete and submit the mandatory quarterly report to the federal government.

Section 5

The City and the County will be responsible for complying with the terms and conditions of the Grant and for their own respective actions in providing services under this Agreement. This Agreement shall not be construed to create a duty as a matter of law or contract for the provision of any service or assistance, the parties recognizing an intention to exercise rights for mutual convenience which they may exercise independently, nor shall this Agreement be construed as creating a benefit or enforceable right for any person, third party or any entity other than the City or the County. Except as otherwise specifically provided in this Agreement, this Agreement shall not be construed to create a duty as a matter of law or contract for any of the parties to assume any liability for injury, property damage, or any other damage that may occur by any action or inaction, or service provided to the public or any person.

Each party understands and agrees that, for purposes of the Grant, the City shall not be considered a “pass-through entity” within the meaning of OMB Circular A-133. The City’s status shall be that of a fiscal agent and, as such, the City shall bear no responsibility for monitoring the use of the Grant funds by any of the other parties to this Agreement. Accordingly,

each party to this Agreement shall be considered a co-recipient of the Grant and, in that capacity, shall be directly accountable to the United States Department of Justice for all matters concerning grant compliance.

Section 6

Any and all amendments or changes to this Agreement must be mutually agreed upon by both parties in writing, and upon execution, shall become part of this Agreement. To be effective, all changes must be signed by the parties.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

Section 8

No party shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other party.

Section 9

Any notices required or provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the following addresses:

For the County:

Glenn Thompson, Bureau Chief
Arapahoe County Sheriff's Office
13101 Broncos Parkway
Centennial, CO 80112

For the City:

Tim Sherbondy, Grant Analyst
City of Aurora
15001 East Alameda Parkway
Aurora, CO 80012-1554

Section 10

GMS APPLICATION NUMBER: O-BJA-2022-171368

The parties shall comply with all applicable federal, state and local laws, ordinances, regulations and resolution. This Agreement shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. To reduce the cost of and to expedite the resolution of disputes under this Agreement, the parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

ARAPAHOE COUNTY

By:_____

Tyler S. Brown, Sheriff

Pursuant to the Signature Authority Resolution #21-062

ATTEST:

CITY OF AURORA

City Clerk

By:_____
City Manager

APPROVED AS TO FORM:

City Attorney