

CJ

## MEMORANDUM OF UNDERSTANDING

DETAILS SUMMARY	
<b>Document Type</b>	Amendment
OFS Number-Version	200260-4
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Sheriff's Office
Division/Program	Operations
Mailing Address	<b>5600 Flatiron Pkwy, Boulder CO 80301</b>
MOU Contact – <i>Name, email</i>	Maria Diaz, mdiaz@bouldercounty.org
Invoice Contact – <i>Name, email</i>	
<b>Contractor Contact Information</b>	
Contractor Name	City of Boulder Police Dept
Mailing Address	1805 33 <sup>rd</sup> Street, Boulder CO 80301
Contact 1 – <i>Name, title, email</i>	Gina Coluzzi, Business Services Mgr, <a href="mailto:coluzzig@bouldercolorado.gov">coluzzig@bouldercolorado.gov</a>
Contact 2 – <i>Name, title, email</i>	
<b>MOU Term</b>	
Start Date	9/1/2022
Expiration Date	8/31/2023
<b>MOU Amount</b>	
MOU Amount	0.00
Fixed Price or Not-to-Exceed?	Fixed Price
<b>Brief Description of Work</b>	
MOU from the City of Boulder for City of Longmont and County of Boulder to receive funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award	
<b>MOU Documents</b>	
N/A	
<b>MOU Notes</b>	
<i>Additional information not included above</i>	
Grant requires a MOU signed by all agencies	

# BOULDER @WORK

*Service Excellence for an Inspired Future*

## STANDARD

### Contract Routing Cover Sheet

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

Routing Number	20220816-9342		
Originating Dept	Police		
Contact Person	Gina Coluzzi	Phone Number	3034413326
Project Manager / Contract Administrator	Gina Coluzzi	E-mail	coluzzig@bouldercolorado.gov
Counter Parties	U.S. Department of Justice (DOJ)		
Contract Title / Type	FY2022 Edward Byrne Justice Assistance Grant (JAG)		
Number	O-BJA-2022-171368		
Description	The Police Dept has been allocated an amount of \$63,075 for the 2022 JAG. Of the total, \$34,361 will be used by Boulder PD to purchase rifle-rated body armor, and \$28,714 will be used by Longmont PD to fund the Longmont Ending Violence Initiative (LEVI).		
Special Instructions	PLEASE EMAIL SIGNED COPY BACK TO GINA COLUZZI. DOCUMENT WILL BE ROUTED TO BOULDER COUNTY AND LONGMONT FOR THEIR SIGNATURE. CITY SIGNS FIRST.		
Amount	63075	Expense Type	INCOMING

• Dept. Head Signature ☒ 

**NOTE; Originating Department:** Identify with a check mark all areas document needs to be routed.

- Purchasing \_\_\_\_\_
- Budget \_\_\_\_\_
- Sales Tax \_\_\_\_\_
- CAO ☒ 
- City Manager \_\_\_\_\_
- Central Records \_\_\_\_\_

**BJA Funding Opportunity Number: O-BJA-2022-171368**

The State of Colorado  
County of Boulder

**Interlocal Agreement**

**Between the City of Boulder, the City of Longmont, and the County of Boulder**

**Bureau of Justice Assistance FY 2022 Local Solicitation  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award**

This Interlocal Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Boulder, the City of Longmont, acting by and through its governing body, the City Council and Mayor, and the County of Boulder, acting by and through its governing body, the County Commissioners, witnesseth:

**WHEREAS**, Colorado Revised Statute § 29-1-203 permits governments to enter cooperative agreements for the provision of services; and

**WHEREAS**, each Party, in performing governmental functions or in paying for the performance of governmental functions here under, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each Party 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: and

**WHEREAS**, the City of Boulder applied for and expects to receive an allocation of \$63,075, of which \$34,361 will be for the City of Boulder Police Department from the Bureau of Justice Assistance Funding Opportunity Number O-BJA-2022-171368; and

**WHEREAS**, the City of Boulder agrees to provide the City of Longmont \$28,714 from the Bureau of Justice Assistance Funding Opportunity Number O-BJA-2022-171368; and

**WHEREAS**, the City of Boulder, the City of Longmont and the County of Boulder believe it to be in their best interests to reallocate the JAG funds from Bureau of Justice Assistance Funding Opportunity Number O-BJA-2022-171368.

**NOW THEREFORE, the City of Boulder, the City of Longmont and the County of Boulder agree as follows:**

**BJA Funding Opportunity Number: O-BJA-2022-171368**

**Section 1**

The City of Boulder agrees to be the fiscal agent on the multi-year grant for a fee of twenty percent of City of Longmont's allocation amount of \$35,894 for a total of \$7,180 of which the City of Boulder agrees to pay the City of Longmont a total of \$28,714 of JAG funds net of fee.

**Section 2**

The City of Longmont agrees to use \$28,714 for the Law Enforcement Program, through the City of Longmont Police Department, by August 31, 2025.

**Section 3**

City of Boulder agrees to pay the County of Boulder a total of \$0.00 of JAG funds.

**Section 4**

City of Longmont agrees to provide the City of Boulder program contact a copy of all receipts, purchase orders, and/or invoices that show how the JAG funds were expended each quarter until all funds are expended, to allow accurate reporting by the City of Boulder on its financial status report to the Department of Justice (DOJ). The City of Boulder will complete all program and financial reports that are required for the JAG grant by the DOJ. The City of Longmont will also provide any statistical information to the City of Boulder contact that may be required for any programmatic reports to the DOJ for the JAG.

**Section 5**

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 6**

City of Longmont is responsible for all federal reporting requirements and will include the entire grant amount on the Schedule of Federal Expenditures.

**Section 7**

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

**BJA Funding Opportunity Number: O-BJA-2022-171368**

**Section 8**

Nothing in the performance of this Agreement shall impose any liability for claims against any of the government entities who are parties hereto, or to be construed as a waiver of the governmental entities' immunity protection under the Colorado Governmental Immunity Act, Colorado Revised Statute §24-10-101,*et seq.*

**Section 9**

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.

**Section 10**

If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall full force and effect.

**[ SIGNATURE PAGE FOLLOWS ]**

**BJA Funding Opportunity Number: O-BJA-2022-171368**

City of Boulder,

County of Boulder,

\_\_\_\_\_  
Nuria Rivera-Vandermyde  
City Manager

\_\_\_\_\_  
~~Marta Loachamin~~ **Claire Levy**  
**Vice-** Chair, Board of County Commissioners

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
County Attorney

ATTEST:

Cecilia Lacey, Clerk to the Board

CITY OF LONGMONT:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

CA File: 22-001985