

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF THE COLONY, TEXAS, FOR THE TRANSFER TO THE COLONY OF ITS SHARE (\$12,876.00) OF THE PROCEEDS OF THE U.S. DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS – EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG GRANT) 2023; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, On June 30, 2023, the U.S. Department of Justice - Office of Justice Programs - Edward Byrne Justice Assistance Grant (“JAG Grant”) issued Local Solicitation Number O-BJA-2023-171790 for Fiscal Year 2023; and

WHEREAS, the JAG Grant program furthers the Department of Justice's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence; and

WHEREAS, pursuant to this solicitation and in accordance with the 2023 Texas Local JAG Allocation, Denton County, Texas, the City of Denton, Texas, and the City of Lewisville, Texas, and the City of the Colony, Texas, were eligible for a JAG Grant totaling \$71,615, in the following amounts:

- a. The City of Denton: \$34,143.
- b. The City of Lewisville: \$24,596.
- c. The City of The Colony: \$12,876.
- d. Denton County: No amount was specified as Denton County did not submit the level of violent crime data to qualify for a direct award from the Bureau of Justice Assistance (“BJA”); and

WHEREAS, The City of Denton applied for this solicitation and was awarded a JAG Grant for Fiscal Year 2023 in the amount of \$71,615; and

WHEREAS, neither the City of Lewisville, the City of The Colony, nor Denton County applied for this solicitation; and

WHEREAS, although the City of Lewisville, the City of The Colony, and Denton County did not apply for this solicitation, the City of Denton understood that the funds could be shared through a Memorandum of Understanding; and

WHEREAS, the Denton Police Department applied for grant funding for the purchase of outer vest carriers (without ballistic panels), attachments for non-uniformed personnel, and safety equipment for firearms training; and

WHEREAS, the City of the Colony’s Police Department agrees to purchase outer vest carriers (without ballistic panels), attachments for non-uniformed personnel, and/or safety equipment for firearms training not to exceed \$12,876.00; and

WHEREAS, the City of Denton will reimburse funds to the City of The Colony once equipment is purchased and documentation of such purchase is provided; and

WHEREAS, this agreement is permitted by the JAG Grant and is for a legitimate law enforcement purpose; and

WHEREAS, the City of the Colony's Police Department agrees that it will follow all applicable obligations under the JAG Grant that extend to the use of equipment purchases; and

WHEREAS, the City of The Colony will be responsible for its record keeping and compliance as required by the JAG Grant.

WHEREAS, the City Council of the City of Denton, in the interest of public safety, approves this Memorandum of Understanding; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals are hereby incorporated as if set out fully herein.

SECTION 2. The City Manager or their designee is hereby authorized to execute the Memorandum of Understanding with the City of The Colony, Texas, attached hereto as Exhibit "A," authorizing the reimbursement of JAG Grant funds to The Colony for the purchase of outer vest carriers (without ballistic panels), attachments for non-uniformed personnel, and/or safety equipment for firearms training in an amount not to exceed \$12,876.00, and to take that action necessary to accomplish the intent and purposes stated herein.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by [\_\_\_\_\_] and seconded by [\_\_\_\_\_].

The ordinance was passed and approved by the following vote [— — — —]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____

Chris Watts, At Large Place 6: \_\_\_\_\_

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_  
  
Susan Keller  
Digitally signed by Susan Keller  
DN:dc=com, dc=cityofdenton, dc=codad,  
ou=Department Users and Groups, ou=General  
Government, ou=Legal, cn=Susan Keller,  
email=Susan.Keller@cityofdenton.com  
Date: 2024.02.01 14:47:48 -06'00'

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
DENTON, TEXAS, AND THE CITY OF THE COLONY, TEXAS –  
U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE JUSTICE  
ASSISTANCE GRANT PROGRAM**

This Memorandum of Understanding (MOU) is made and entered into by and between The CITY of DENTON, TEXAS, and the City of the Colony, Texas ("The Parties").

**I. THE PARTIES:**

**Receiving Party:** City of the Colony, Texas, by and through its Police Department ("CPD" or "Receiving Party"), a local government of the State of Texas.

The Colony Police Department  
5151 N Colony Blvd  
The Colony, Texas 75056  
Phone: 972-625-1887  
Attn: David Coulon, Chief of Police  
Email: [dcoulon@thecolonytx.gov](mailto:dcoulon@thecolonytx.gov)

**Performing Party:** City of Denton, Texas, by and through its Police Department ("DPD" or "Performing Party"), a local government of the State of Texas.

Denton Police Department  
601 E. Hickory Street  
Denton, TX 76205  
Phone: 940-349-7998  
Attn: Bryan Cose, Interim Chief of Police  
Email: [Bryan.Cose@cityofdenton.com](mailto:Bryan.Cose@cityofdenton.com)

**II. THE AWARDING OF THE DEPARTMENT OF JUSTICE ASSISTANCE GRANT:**

On June 30, 2023, the U.S. Department of Justice - Office of Justice Programs - Edward Byrne Justice Assistance Grant ("JAG Grant") issued Local Solicitation Number O-BJA-2023-171790 for FY 2023 (Exhibit "A"). This program furthers the Department of Justice mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

Pursuant to this solicitation and in accordance with the 2023 Texas Local JAG Allocation, Denton County, Texas, the City of Denton, Texas, the City of Lewisville, Texas, and the City of the Colony, Texas, were eligible for a JAG Grant totaling \$71,615, in the following amounts:

- a. The City of Denton: \$34,143.
- b. The City of Lewisville: \$24,596.
- c. The City of the Colony: \$12,876.
- d. Denton County: No amount was specified as Denton County did not submit the level of violent crime date to qualify for a direct award from the Bureau of Justice Assistance (“BJA”).

The City of Denton applied for this solicitation and was awarded a JAG Grant for FY 2023 in the amount of \$71,615 (Exhibit “B”). Neither the City of Lewisville, the City of the Colony, nor Denton County applied for this solicitation. Although the City of Lewisville, the City of the Colony, and Denton County did not apply for this solicitation, the City of Denton understood that the funds could be shared with them through a Memorandum of Understanding.

The DPD applied for grant funding for the purchase of outer vest carriers (w/o ballistic panels), attachments for non-uniformed personnel, & safety equipment for firearms training.

#### **IV. SERVICES TO BE PERFORMED AND OBLIGATIONS:**

1. The CPD agrees to purchase outer vest carriers (w/o ballistic panels), attachments for non-uniformed personnel, and/or safety equipment for firearms training not to exceed \$12,876.
2. The City of Denton will reimburse funds once equipment is purchased, and documents are provided.
3. It is the Parties understanding that this agreement is permitted by the JAG Grant and is for a legitimate law enforcement purpose.
4. The CPD agrees that it will follow all applicable obligations under the JAG Grant that extend to the use of equipment purchased.
5. Each Party shall be responsible for its own record keeping and compliance as required by the JAG Grant.

#### **V. AMOUNT SHARED:**

The amount paid to The City of Colony shall not exceed \$12,876.

#### **VI. WARRANTIES AND DISCLAIMER:**

1. Each Party warrants (1) it has authority to perform the services under authority granted by the Texas Constitution as a Home Rule Municipality and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this MOU, and (3) the representative signing this MOU on Performing Party’s behalf is authorized by its governing body to do so.

## **VII. TERM AND TERMINATION:**

1. The terms in Sections IV.3-5, Article VI, Article VIII, and Article X shall survive the termination of this Agreement until such time as the applicable statute of limitations period has run, taking into account any applicable tolling principles.

## **VIII. NO WAIVER OF IMMUNITY:**

It is expressly understood and agreed that under this MOU, neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## **IX. INDEPENDENT CONTRACTOR:**

Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties. Receiving Party assumes no liability for any Performers Party or Performing Party's Police actions and performance, and nothing herein contained shall be construed as limiting in any way the extent to which the Performing Party or the Performing Party's Police(s) may be held Damages to persons or property resulting from the Receiving Party's Officer(s) performance of the work covered under this MOU.

## **X. ADDITIONAL TERMS AND CONDITIONS:**

**Venue; Governing Law.** Denton County Texas will be the proper place of venue for suit on or in respect of this MOU. This MOU, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this MOU, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

**Entire Agreement; Modifications.** This MOU supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This MOU and each of its provisions will be binding on the parties, and may not be waived, modified, amended, or altered, except by a writing signed by a duly authorized representative of both Parties.

**Assignment.** This MOU is not transferable or assignable except upon written approval by the Parties.

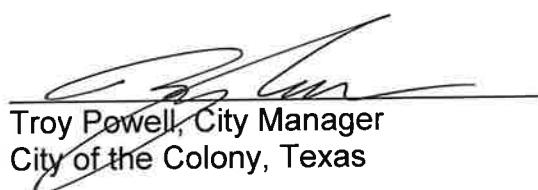
**Severability.** If any one or more of the provisions of this MOU will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this MOU will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**Assignment.** This MOU is not transferable or assignable except upon written approval by the Parties.

**Severability.** If any one or more of the provisions of this MOU will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this MOU will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**Public Records.** It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, Government Code (Public Information Act), as it applies to the Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

FOR THE CITY OF THE COLONY, TEXAS

  
Troy Powell, City Manager  
City of the Colony, Texas

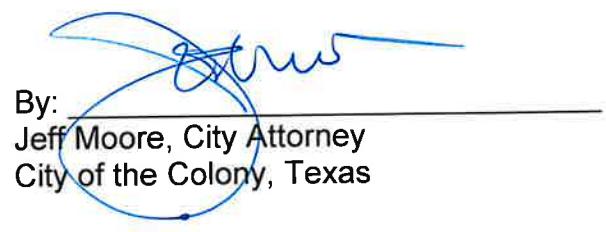
Date: 01-02-2024

FOR THE CITY OF DENTON, TEXAS

  
Sara Hensley, City Manager  
City of Denton, Texas

Date: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

  
By: \_\_\_\_\_  
Jeff Moore, City Attorney  
City of the Colony, Texas

  
By: \_\_\_\_\_  
Mack Reinwand, City Attorney  
City of Denton, Texas

