

## APPLICATION FOR

2. DATE SUBMITTED 07/07/2009		APPLICATION IDENTIFIER
1. TYPE OF SUBMISSION  Application Non-Construction		3. DATE RECEIVED BY STATE  4. DATE RECEIVED BY FEDERAL AGENCY
STATE APPLICATION IDENTIFIER  FEDERAL IDENTIFIER		
5. APPLICANT INFORMATION		
Legal Name  City of Lakewood		Organizational Unit  Lakewood Police
Address (city, state, and zip code)  445 S. Allison Parkway Lakewood, Colorado 80226-3133		Name and telephone number of the person to be contacted on matters involving this application  Cathy Schultz (303) 987-7371
6. EMPLOYER IDENTIFICATION NUMBER (EIN)  84-0593908		7. TYPE OF APPLICANT  Municipal
8. TYPE OF APPLICATION  New		9. NAME OF FEDERAL AGENCY  Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE  Number: 16.738 CFDA Title: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT  Jeffco Law Enforcement Consortium
12. AREAS AFFECTED BY PROJECT  Jefferson County Sheriff, Lakewood Police Department, Arv		
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICT(S) OF
Start Date: 09/01/2009	Ending Date: 08/30/2013	a. Applicant CO01      b. Project CO01
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?  Program has not been selected by state for review
a. Federal \$208,199	b. Applicant \$0	
c. State \$0	d. Local \$0	
e. Other \$0		
f. Program Income \$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?  N	
g. Total \$208,199		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		
a. Typed Name of Authorized Representative Michael Rock	b. Title City Manager	c. Telephone number (303) 987-7055
d. Signature of Authorized Representative		e. Date Signed

## **2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM NARRATIVE**

This application meets the requirements of the Edward Byrne Memorial Justice Assistance Grant Formula Program by investing in community economy, supporting local jobs, creating jobs, training, and purchasing needed equipment.

This is a joint application between the grantee, City of Lakewood and the subgrantees; Jefferson County, the City of Arvada, and the City of Wheat Ridge. Agency Directors and Grant Administrators work closely with their respective business offices and the financial personnel at the City and County level to ensure fiscal compliance and compliance of special conditions from the federal funding agency.

The Program Narrative is grouped by governmental entity.

### **LAKEWOOD POLICE DEPARTMENT**

#### **Equipment/Mobile Data Computers:**

Lakewood Police Agents, assigned to the field, are currently operating with 3<sup>rd</sup> generation mobile data computers (MDC). With the advances in technology and age of the current equipment, replacement is needed within the next year. The current MDC units are currently six years old. The units are in service virtually 24 hours a day 7 days a week and are subjected to extreme temperatures and constant vibration as the car is driven through the City. We have purchased additional support for these units, but are pushing them to their limits.

The MDC's provide continual communication with a variety of resources; on-line reporting, silent dispatch capability in emergencies, access to the Records Management System, arrest records and criminal history, driver's license and vehicle registration information, wants and warrants, internal data bases and officer to officer communication. The total cost of this project is \$750,000 of which Lakewood's allocation of \$109,758 will apply towards this project.

Project Timeline: RFP prior to 07/01/2010, Purchase 09/30/2010, Installation on going and prior to 04/01/2011.

### **JEFFERSON COUNTY SHERIFF'S OFFICE**

The Jefferson County Sheriff's Office (JCSO) has identified unfunded needs that directly support the Crime Prevention Unit's (CPU) prevention and awareness programs in unincorporated Jefferson County. These programs include, but are not limited to, senior citizen communities. JCSO holds command of the multi-jurisdictional SWAT Program, which currently utilizes outdated and/or surplus

Military issue equipment due to lack of funding. JCSO embraces the community policing philosophy and places significant importance on the successful outcome of any law enforcement event, as well as the prevention if possible. This request will support the community as well as the law enforcement officers tasked with public safety.

#### 1. Overtime for Crime Prevention Unit Deputies

The Sheriff's Office is dedicated to preventing crime in Jefferson County. Three crime prevention deputies act as liaisons with the public, speaking to homeowner organizations, schools, scouting groups, businesses and other community groups. The deputies are also responsible for helping residents to start or revive Neighborhood Watches. Also each year, JCSO hosts the Senior Safety Luncheon that provides the senior citizen community the opportunity to meet with the Sheriff and the Deputies from the CPU. It provides JCSO the opportunity to share current crime trends including those specifically aimed at senior citizens.

As there are only three deputies assigned to Crime Prevention to respond to all interested community organizations, the hours are demanding and often not limited to a normal work day hours. Simply put, the demand for Crime Prevention presentations is larger than what three officers can accomplish within normal work hours. Overtime pay is non-existent for CPU in the current economic environment and is often a deterrent for scheduling such events. The ability to provide overtime pay for Crime Prevention Deputies will increase the number of deputies available to help at such events, broaden dissemination of pertinent information and ultimately increase mitigation of crimes targeted at all residents in Jefferson County.

Project Timeline: Duration of the grant until funding is depleted.

#### 2. Paper Shredders

JCSO staff determined it would be beneficial for all senior centers, and senior residential centers to have heavy duty paper shredding machines to support proper disposal of the materials often used by identity thieves, and too often make senior citizens a target of identity thieves. This funding would provide the opportunity for JCSO Crime Prevention Deputies to work in conjunction with the Jefferson County District Attorney's Office Communities Against Senior Exploitation (CASE) program to place shredding machines in community entities needing such prevention support. As JCSO CPU responds to requests from all community entities seeking crime prevention information, this funding will support identity theft prevention in a broad spectrum of community entities.

Project Timeline: Purchase will be made prior to 03/31/2010.

3. Cordless Microphones/Ear Protection

Jefferson County Sheriff's Office Law Enforcement Services (LES) Division houses the county's multi-jurisdictional SWAT team, who are deployed to high risk events while utilizing outdated equipment of military surplus issue. Previously requested funding of Recovery Act Stimulus Grants (pending), requested the purchase of Ballistic Helmets to replace the 1970's military surplus issue. Ballistic Helmets were first on the list of priorities; second is ear protection.

The Digital Electronic Earplugs and Custom Receiver Earpieces will provide the tactical operators simultaneous hearing protection at 150 decibels and the ability to communicate at a conversational level. This will allow the tactical operators to talk to each other on an operation and be protected from the hearing damage that occurs when there is a loud noise such as an explosion or gun fire.

The Air Tube Communication is an adoption that allows the team to add communications to the hearing protection device. JCSO would be able to apply this system to the current radio communications as well as having the flexibility to change our radio communications without having to change the hearing protection devices.

The need for this type of hearing protection with communication adaptability was most evident during the 2006 Platte Canyon High School hostage rescue that the Jefferson County Regional SWAT team addressed. During the course of action the tactical operators were exposed to (without any type of hearing protection) explosive door and wall breaches and gun fire. The tactical operators were in direct proximity of the explosions and gun fire during this event. Tactical operators are also routinely exposed to loud explosions during the deployment of 'flash-noise' distraction devices during the course of executing entries during call-outs.

Hearing/communication protection must be provided to the tactical operator not only for her/his welfare, but also to ensure that effective communication between the operators and the tactical command is not interrupted during a critical incident.

Project Timeline: Purchase will be made prior to 03/31/2010.

4. Jefferson County District Attorney's Office

The "Communities Against Senior Exploitation" CASE crime prevention program exists to provide education to all citizens, with the primary focus directed toward older adults, to forestall economic crime. Information may be the most effective means of keeping citizens from becoming victims in the first place. Additionally, when citizens have a link into the District Attorneys Office, it allows for the

continuation of information dissemination and a better opportunity for reporting crime that often goes unreported.

CASE provides prevention seminars, including a 28-page Handout for on-going reference, a monthly Fraud Alert providing information of new or current crime schemes occurring in Jefferson/Gilpin Counties, and a Fraud Hotline, answered Monday through Friday by a "Live" person, to allow citizenry concerns to be answered with immediacy. The materials and equipment requested with this funding will support on-going needs to better serve the community and are utilized specifically by the CASE program.

Project timeline: Funding for the program will be completed prior to 03/31/2011.

### **ARVADA POLICE DEPARTMENT**

#### **1. Saf Smoke Canisters**

The Arvada Police Department will be purchasing "Saf Smoke" canisters for deployment in patrol units in order enhance our ability conduct tactical operations when there is not sufficient time to await the arrival of a SWAT team. These "Saf Smoke" canisters provide concealment of the officer's movements in situations where "cover" may or may not be available. Specifically, deployment of smoke may be necessary to affect the rescue of police officers or citizens who have been injured by a hostile/likely armed subject. Smoke also conceals officer movements as they attempt to gain a better tactical advantage without visually exposing them to the threat. Saf Smoke is used by many law enforcement agencies because the discharge is considered less toxic than other smoke devices and is the preferred choice for safety and liability concerns.

The Arvada Police Department will purchase 100 Saf Smoke canisters for deployment in select patrol vehicles, and those additional canisters required for training and certification of police personnel.

Project timeline: Purchase will be made prior to 01/01/2011.

#### **2. Mats for Physical Training**

Arvada Police Department personnel participate in a variety of required training, which by the nature of the training is quite physical. Arrest Control, PPCT, Ground Fighting and Weapon Retention are some examples of required training the officers participate in on a regular basis. In an effort to maximize the training quality and limit injuries to officers the Arvada Police Department will purchase Mats to the floor of the training facility and some for protection of the walls. The Mats have an interlocking, non slip design which is easily stored when not in use and are quick and easy to put in place for training. The mats will cover

approximately 1000 square feet on the floor and half that space on the surrounding walls.

The Mats are designed specifically for the grappling arts, judo, jiujitsu, MMA. These mats have a tough tatami top texture. Interlocking seams are very tight and will virtually disappear over time as the mats get used. Made of EVA high density foam in 40x40 inch interlocking tiles, these mats will last many years, and are completely waterproof. The mats are easily cut to fit for wall to wall installations. Each mat is 40 inches or 3.30 ft in length. The border strips only add about 1/2" to the edge of the mat.

Project timeline: Purchase will be made prior to 09/01/2010.

### 3. Protective Headgear

Protective headgear (helmet) for police officers is an important piece of safety equipment. In preparing for the Democratic National Convention it was determined that new officers were not being provided a helmet as a routine part of their equipment. Currently there is a need to purchase 40 helmets for officers who have never been provided this important piece of equipment.

The Arvada Police Department will purchase equipment for the mobile command post. Currently there is a need for three collapsible ladders, door breaching tools and two small rams. Some of this equipment will be stored in the mobile command post and some will be carried by the duty street supervisor.

Project timeline: Purchase will be made prior to 03/01/2010.

### **WHEAT RIDGE POLICE DEPARTMENT**

Automated License Plate Reader (ALPR) systems are designed to automate the process of checking license plates, a duty our officers already perform manually on a regular basis. This technology enables officers to check thousands of license plates per shift. ALPR technology employs cameras and computer software to discern the letters and numbers of vehicle license plates and then compares them with records contained in state and federal databases. New technology allows the imaging cameras to be placed on the front or roof of a vehicle or in a patrol unit's light bar.

The application of ALPR technology serves as a force multiplier that improves efficiency, effectiveness, and officer safety in a variety of ways. This technology can enhance the quality of police services to the community, as well as the efficient use of personnel.

The benefits to the agency include:

- Identification and recovery of stolen vehicle to include the arrest of the criminal offender(s)
- Identification of vehicles associated with criminal activity
- Tracking the movements of criminals and other targets of criminal investigations
- Photographing and documenting the location of vehicles for later investigative purposes
- Supporting homeland security interests by identifying vehicles associated with terrorism
- Identify vehicles associated with persons whose driving status is suspended, revoked or denied

Project Timeline: The department will complete a Request for Proposal no later than 12/31/09. The equipment will be purchased and installed by June 30, 2010.

## EDWARD BYRNE JUSTICE ASSISTANCE GRANT BUDGET NARRATIVE

All items, unless specifically noted for sole sourcing, will be procured through the Grantee and Subgrantees' open-competitive bidding process, following standard purchasing procurement and hiring guidelines. All requests will be for American companies and/or products.

### PERSONNEL

Overtime for Jefferson County Officers assigned to the Crime Prevention Unit.  
**152 hours x \$47.11 per hour** **Cost: \$7,160**

**Sub-total Personnel** **\$7,160**

### EQUIPMENT

Mobile Data Computers; partial funding for a \$1 million project to replace 7-8 year old mobile data computers, wiring, mounting racks and software in patrol vehicles, Lakewood Police Department.

**15 MDC's x \$7,317.20 each** **Cost: \$109,758**

Cordless microphones for members of the Jefferson County's Special Weapons and Tactical Team (SWAT). The Units will provide much needed officer safety to the motorcycle officers.

**40 microphones x \$290.25 each** **Cost: \$11,610**

Paper shredders for Senior Citizens to support proper disposal of the materials often used by identity thieves, and too often make senior citizens a target of identity thieves.

**86 paper shredders x \$25.00 each** **Cost: \$2,150**

Automated License Plate Reader (ALPR) systems are designed to automate the process of checking license plates, a duty our officers already perform manually on a regular basis. This technology enables officers to check thousands of license plates per shift. Wheat Ridge Police Department.

**1 ALPR** **Cost: \$23,786**

Protective headgear (helmet) for police officers is an important piece of safety equipment. Currently there is a need to purchase 40 helmets for officers of the Arvada Police Department.

**40 police helmets x \$300 each** **Cost: \$12,000**

Arvada Police Department personnel participate in a variety of required training. In an effort to maximize the training quality and limit injuries to officers the Arvada Police Department will purchase Mats to the floor of the training facility and some for protection of the walls.

**1000 Sq. Ft. interlocking Mats**      **Cost \$15,000**

**Sub-total for Equipment** \$174,304

## SUPPLIES

The Communities Against Senior Exploitation crime prevention program is managed by the Jefferson County District Attorney's Office. The program purpose is to provide education to all citizens, with the primary focus directed toward older adults to forestall economic crimes.

“Power Against Fraud” Handbooks	\$6,000.00
Printing and Production of Flyers and Advertising for “Power Against Fraud” Seminars	\$1,500.00
Consumer Safety and Awareness Day	\$4,000.00
Attendance at TRIAD National Conference in Virginia	\$1,500.00
Production of 5000 DVD’s and Holders for “Power Against Fraud” presentation for homebound seniors	\$6,000.00
Share of Media Costs for Identify Theft Media Blitz with Colorado Banker’s Assoc. and Channel 9	\$1,000.00
Magnets with DA Fraud Hotline	\$500.00

Cost: \$20,500

“Saf Smoke” canisters for deployment in patrol units in order enhance our ability conduct tactical operations when there is not sufficient time to await the arrival of a SWAT team. Arvada Police Department

**100 Saf Smoke Cannisters x \$33.00 each      Cost: \$3,300**

Currently there is a need for three collapsible ladders, door breaching tools and two small rams to outfit the Mobile Command Post in the City of Aryada.

**Miscellaneous equipment** **Cost: \$2,935**

**Sub-total for Supplies** \$26,735

**TOTAL GRANT BUDGET** **\$208,199**

## **INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT OF THE JUSTICE ASSISTANCE GRANT (JAG)**

This Intergovernmental Agreement, concerning the management of Justice Assistance Grant program funds, is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF LAKEWOOD, a Colorado home rule municipality ("Lakewood"), the COUNTY OF JEFFERSON, a Colorado county ("Jefferson County"), the CITY OF ARVADA, a Colorado home rule municipality ("Arvada") and the CITY OF WHEAT RIDGE, a Colorado home rule municipality ("Wheat Ridge"), collectively referred to hereinafter as the "Parties."

**WHEREAS**, Lakewood, through the Lakewood Police Department, has been designated as the Point of Contact and Grant Administrator for the Justice Assistance Grant Program ("JAG") from the U.S. Department of Justice for the amount of Two Hundred Eight Thousand One Hundred and Ninety-Nine Dollars (\$208,199.00) for disbursement in year 2010; and

**WHEREAS**, Jefferson County, Arvada and Wheat Ridge, referred to herein as "Subgrantees" collectively or "Subgrantee" singularly, shall be recipients of such JAG funds; and

**WHEREAS**, C.R.S. § 29-1-203, as amended, authorizes the Parties to enter into an intergovernmental agreement for the purpose of coordinating the award and management of funds awarded under the conditions of the JAG.

**NOW, THEREFORE**, in consideration of the mutual covenants made herein, the Parties agree as follows:

1. Initial distribution of grant funds to each Subgrantee in accordance with Section 3 below will occur immediately upon approval of the City of Lakewood's 2009 Revised/2010 Budget.
2. As a part of the application process, Jefferson County has agreed to waive disparate allocation.
3. Lakewood and each Subgrantee agree to the following allocation of JAG funds:

City of Lakewood = \$109,758  
County of Jefferson = \$41,420  
City of Arvada = \$33,235  
City of Wheat Ridge = \$23,786

Each Party agrees that the performance of this Agreement is in the best interests of all involved, that the undertaking will benefit the public, and that the division of funds fairly compensates each Party for the services or functions it may perform under this Agreement.

4. Subgrantees will maintain adequate and correct financial records of all funds and business transactions relating to the JAG. The financial records shall be open to inspection at any reasonable time by any party to this Agreement.
5. Lakewood and the Subgrantees will comply with all applicable requirements pursuant to Office of Justice Programs (OJP) Additional Requirements, including quarterly financial reporting.
6. Purchasing and accounting methods will be in accordance with the Subgrantee's own policies and ordinances that govern the requisition and purchase of equipment and supplies.
7. Subgrantees agree to use allocated dollars for programs and/or equipment as specified in the grant application prior to September 30, 2013. If the dollars have not been spent prior to this date, any unspent funds shall be returned to Lakewood for disbursement to the Bureau of Justice Assistance.
8. At any time during the grant period, if a Subgrantee chooses to deviate from the original application plan, a Grant Adjustment Notice will be forwarded by the Subgrantee to Lakewood prior to any expenditure of grant funds by the Subgrantee for that purpose. Expenditure of JAG funds for any such amended purpose cannot occur until approval of the Grant Adjustment Notice by the Bureau of Justice.
9. Nothing in the performance of this Agreement shall impose any liability for claims against Lakewood or any of the Subgrantees.
10. This Agreement shall terminate on September 30, 2013.
11. **LIABILITY:** Lakewood and the Subgrantees are each responsible for their own actions and omissions, and for those of their officers, agents and employees, in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of immunity or judgment limitation provided by common law or by statute, specifically the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as existing or hereafter amended, or as an assumption of any duty for the benefit of any third party.
12. **GOVERNING LAW; VENUE:** Each and every term, provision, condition, of this Agreement is subject to the provisions of Colorado law. Venue for any action arising hereunder shall be the District Court of and for the County of Jefferson, State of Colorado.

13. **NO THIRD PARTY BENEFICIARY:** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but not limited to subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
14. **SEVERABILITY:** The Parties expressly agree that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
15. **LEGAL AUTHORITY:** The Parties represent and assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Agreement.
16. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
17. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective when approved by all Parties and executed in the same manner as this Agreement.

Signature pages to be faxed upon completion.

**CITY OF WHEAT RIDGE**

---

Jerry DiTullio, Mayor

ATTEST:

---

Michael Snow, City Clerk



## City of Lakewood

Kevin Paletta, Chief of Police  
Lakewood Police Department

445 South Allison Parkway  
Lakewood, Colorado 80226-3106  
303-987-7100 Voice  
303-987-7111 TTD  
303-987-7296 Fax

### FAX COVER SHEET

RECEIVER

Loretta Behne

RECEIVER FAX NUMBER

202-307-3373

ITEM DESCRIPTION

Documents for 2009 JAG

NUMBER OF PAGES

12

(not including cover sheet)

SENDER

Cathy Schultz

SENDER PHONE NUMBER

303-987-7371

COMMENTS

Published notification  
of Public Sharing  
Advisory Board  
JAG signatures from  
each agency.

If you have any trouble receiving this fax, please telephone (303) 987-7100.

CITY OF LAKEWOOD, COLORADO  
PUBLISHER'S AFFIDAVIT  
www.lakewood.org

CITY OF LAKEWOOD  
COUNTY OF JEFFERSON, SS.

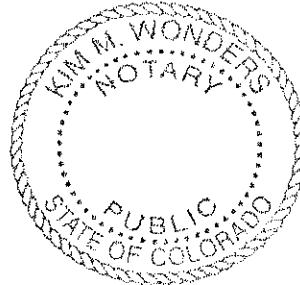
Ron Ritschard, being of lawful age and being responsible for the City of Lakewood, Colorado's official website, www.lakewood.org, published in the City of Lakewood, County of Jefferson and State of Colorado, does hereby certify that the legal notice, a copy of which is attached hereto, was published on Lakewood's official website for 24 hours on August 6, 2009.

Ron Ritschard  
Signature

Subscribed and sworn to before me this 17<sup>th</sup> day of August, 2009.

Kim M. Wonders  
Notary Public

My Commission expires 10-6-13.



**The Denver Newspaper Agency  
DENVER, CO**

RECEIVED  
CLERK OF THE CITY OF DENVER

2009 AUG - 7 P 1:59

RECEIVED  
CLERK OF THE  
CITY OF DENVER

**City and County of Denver,  
STATE OF COLORADO, ss.**

..... **Jean Birch** ..... being of lawful  
age and being first duly sworn upon oath, deposes and says:

That he/she is the Legal Advertising Reviewer of The Denver Newspaper Agency, publisher of the Denver Post, daily newspaper of general circulation published and printed in whole or in part in Denver, in the County of Denver and State of Colorado, and that said newspaper was prior to and during all the time hereinafter mentioned duly qualified for the publication of legal notices and advertisements within the Meaning of an Act of the General Assembly of the State of Colorado, approved April 7, 1921, as amended and approved March 10, 1923; and as amended and approved March 5, 1935, entitled "An Act Concerning Legal Notices, Advertisements and Publications and the fees of printers and publishers thereof, and to repeal all acts and parts of acts in conflict with the provision of this Act" and amendments thereto.

That the notice, of which the annexed is a true copy, was published in the said newspaper to wit: (dates of publication)

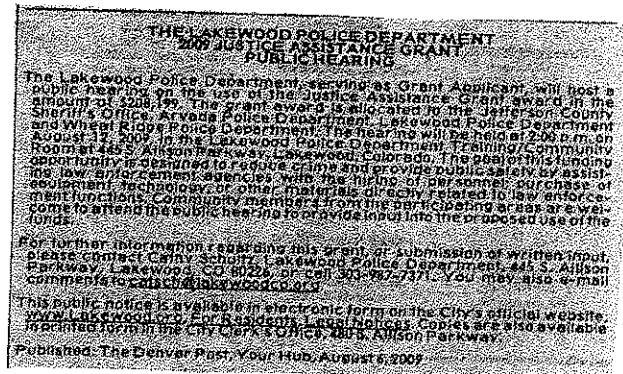
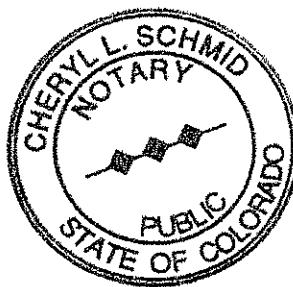
..... *August 6, 2009*.....  
..... *Jean Birch*.....  
Signature

Subscribed and sworn to before me this ..... 6 ..... day

Of... August... A.D. 2009.

..... *Cheryl L. Schmid*.....  
Notary Public.

My commission expires ..... September 8, 2009 .....



**Recovery Act: JAG 2009  
Governing Board**

**Judicial Member**

Philip McNulty, 1<sup>st</sup> Judicial District Judge  
Jefferson County Courts  
100 Jefferson County Parkway  
Golden, CO 80401  
303-271-6120

Mary.Menendez@judicial.state.co.us

**Social Services Member**

Holly Haman-Marcum, Program Manager  
Delinquency Services and Treatment Teams  
Jefferson County Human Services  
900 Jefferson County Parkway  
Golden, CO 80401  
303-271-4112

**Education Member**

Betsy Thompson,  
R-1 Jefferson County School District  
1829 Denver West Drive #27  
Golden, CO 80401  
bthomps0@jeffco.K12.co.us

**Prosecution Member**

Jenna Roth, Chief Municipal Prosecutor  
Lakewood Municipal Courts  
445 S. Allison Parkway  
Lakewood, CO 80226  
303-987-7455  
jenrot@lakewoodco.org

**Citizen Member**

Joan Campbell  
6411 Independence Street  
Arvada, CO 80004  
303-425-1384  
jcampbel@estreet.com

## EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT FOR THE MANAGEMENT  
OF THE JUSTICE ASSISTANCE GRANT (JAG)**

This Intergovernmental Agreement, concerning the management of Justice Assistance Grant program funds, is made and entered into as of the 10 day of August, 2009, by and between the CITY OF LAKEWOOD, a Colorado home rule municipality ("Lakewood"), the COUNTY OF JEFFERSON, a Colorado county ("Jefferson County"), the CITY OF ARVADA, a Colorado home rule municipality ("Arvada") and the CITY OF WHEAT RIDGE, a Colorado home rule municipality ("Wheat Ridge"), collectively referred to hereinafter as the "Parties."

**WHEREAS**, Lakewood, through the Lakewood Police Department, has been designated as the Point of Contact and Grant Administrator for the Justice Assistance Grant Program ("JAG") from the U.S. Department of Justice for the amount of Two Hundred Eight Thousand One Hundred and Ninety-Nine Dollars (\$208,199.00) for disbursement in year 2010; and

**WHEREAS**, Jefferson County, Arvada and Wheat Ridge, referred to herein as "Subgrantees" collectively or "Subgrantee" singularly, shall be recipients of such JAG funds; and

**WHEREAS**, C.R.S. § 29-1-203, as amended, authorizes the Parties to enter into an intergovernmental agreement for the purpose of coordinating the award and management of funds awarded under the conditions of the JAG.

**NOW, THEREFORE**, in consideration of the mutual covenants made herein, the Parties agree as follows:

1. Initial distribution of grant funds to each Subgrantee in accordance with Section 3 below will occur immediately upon approval of the City of Lakewood's 2009 Revised/2010 Budget.
2. As a part of the application process, Jefferson County has agreed to waive disparate allocation.
3. Lakewood and each Subgrantee agree to the following allocation of JAG funds:

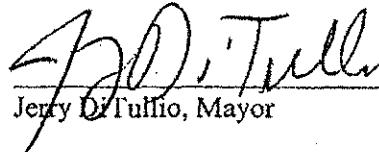
City of Lakewood = \$109,758  
County of Jefferson = \$41,420  
City of Arvada = \$33,235  
City of Wheat Ridge = \$23,786

Each Party agrees that the performance of this Agreement is in the best interests of all involved, that the undertaking will benefit the public, and that the division of funds fairly compensates each Party for the services or functions it may perform under this Agreement.

4. Subgrantees will maintain adequate and correct financial records of all funds and business transactions relating to the JAG. The financial records shall be open to inspection at any reasonable time by any party to this Agreement.
5. Lakewood and the Subgrantees will comply with all applicable requirements pursuant to Office of Justice Programs (OJP) Additional Requirements, including quarterly financial reporting.
6. Purchasing and accounting methods will be in accordance with the Subgrantee's own policies and ordinances that govern the requisition and purchase of equipment and supplies.
7. Subgrantees agree to use allocated dollars for programs and/or equipment as specified in the grant application prior to September 30, 2013. If the dollars have not been spent prior to this date, any unspent funds shall be returned to Lakewood for disbursement to the Bureau of Justice Assistance.
8. At any time during the grant period, if a Subgrantee chooses to deviate from the original application plan, a Grant Adjustment Notice will be forwarded by the Subgrantee to Lakewood prior to any expenditure of grant funds by the Subgrantee for that purpose. Expenditure of JAG funds for any such amended purpose cannot occur until approval of the Grant Adjustment Notice by the Bureau of Justice.
9. Nothing in the performance of this Agreement shall impose any liability for claims against Lakewood or any of the Subgrantees.
10. This Agreement shall terminate on September 30, 2013.
11. **LIABILITY:** Lakewood and the Subgrantees are each responsible for their own actions and omissions, and for those of their officers, agents and employees, in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of immunity or judgment limitation provided by common law or by statute, specifically the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as existing or hereafter amended, or as an assumption of any duty for the benefit of any third party.
12. **GOVERNING LAW; VENUE:** Each and every term, provision, condition, of this Agreement is subject to the provisions of Colorado law. Venue for any action arising hereunder shall be the District Court of and for the County of Jefferson, State of Colorado.
13. **NO THIRD PARTY BENEFICIARY:** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but not limited to subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. **SEVERABILITY:** The Parties expressly agree that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
15. **LEGAL AUTHORITY:** The Parties represent and assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Agreement.
16. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
17. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective when approved by all Parties and executed in the same manner as this Agreement.

CITY OF WHEAT RIDGE



\_\_\_\_\_  
Jerry D'Ufflio, Mayor

ATTEST:



\_\_\_\_\_  
Michael Snow, City Clerk

2009-37

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF GRANT MANAGEMENT AND FINANCIAL ALLOCATION UNDER THE REQUIREMENTS OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT 2009, WITH THE COUNTY OF JEFFERSON, THE CITY OF ARVADA, AND THE CITY OF WHEAT RIDGE

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their power and responsibilities by cooperating and contracting with other governments; and

WHEREAS, The Jefferson County Sheriff's Office, and the Police Departments in Arvada, Lakewood, and Wheat Ridge, received a local grant from the Department of Justice through the Edward Byrne Memorial Justice Assistance Grant Program for the amount of Two Hundred Eight Thousand One Hundred Ninety-Nine dollars (\$208,199). This money is awarded based upon a formula of population and crime statistics; and

WHEREAS, the City of Lakewood will receive a one-time grant award of One Hundred Nine Thousand Seven Hundred Fifty-Eight dollars (\$109,758) for the purchase of law enforcement equipment and services; and

WHEREAS, the City of Lakewood, through the Lakewood Police Department, will serve as the point of contact and grant administrator for the Edward Byrne Memorial Justice Assistant Grant Program, hereafter referred to as JAG, from the U.S. Department of Justice; and

WHEREAS, the County of Jefferson, the City of Arvada, and the City of Wheat Ridge shall be known as the subgrantees and shall be recipients of a JAG award; and

WHEREAS, initial distribution of grant funds to each subgrantee will occur immediately upon approval of the City of Lakewood's 2009 Revised/2010 Budget; and

WHEREAS, the City of Lakewood and the subgrantees will comply with applicable requirements pursuant to "Office of Justice Programs Additional Requirements", to include financial and quarterly program reporting.

2009-37  
Page 2

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood, Colorado that:

SECTION 1. The City Manager is hereby authorized to execute, and the City Clerk to attest to an intergovernmental agreement for the provision of grant management and financial allocation under the requirements of the Edward Byrne Memorial Justice Assistance Grant 2009, with the County of Jefferson, State of Colorado, the City of Arvada, and the City of Wheat Ridge in a form approved by the City Attorney.

INTRODUCED, READ AND ADOPTED by a vote of 10 for and 0 against at a regular meeting of the City Council on August 10, 2009, at 7 o'clock p.m. at Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

ATTEST:



Bob Murphy  
Bob Murphy, Mayor

Margy Greer  
Margy Greer, City Clerk

**CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 34**

**Series of 2009**

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT FOR THE MANAGEMENT OF THE 2009  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT AND AMENDING THE FISCAL YEAR 2009  
GENERAL FUND BUDGET TO REFLECT THE  
ACCEPTANCE OF THE 2009 EDWARD BYRNE JUSTICE  
ASSISTANCE GRANT IN THE AMOUNT OF \$23,786.00.**

WHEREAS, the City of Wheat Ridge, acting through its City Council, is authorized by the Colorado Constitution and Revised Statutes to enter into agreements with other units of local government to perform any function or service authorized to each of such parties; and

WHEREAS, the City Council finds that the City of Wheat Ridge, City of Lakewood, and the City of Arvada, have jointly determined to apply for and administer a Justice Assistance Grant (JAG), in the amount of Two Hundred Eight Thousand One Hundred and Ninety-nine dollars (\$208,199.00); and

WHEREAS, the City of Lakewood, through the Lakewood Police Department, shall serve as Point of Contact and Grant Administer for the Justice Assistance Grant Program, from the U.S. Department of Justice, and the other parties will serve as subgrantees; and

WHEREAS, the Wheat Ridge share of said grant will be \$23,789.00; and

WHEREAS, C.R.S. 29-1-203, as amended, enables the City of Wheat Ridge and the other parties to enter into intergovernmental agreements for the purpose of sharing in the award and management awarded under the conditions of the Justice Assistance Grant; and

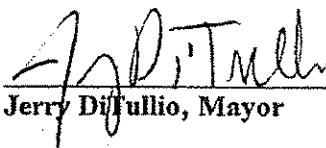
WHEREAS, the City Council finds that the performance of this agreement is in the best interests of all parties, that the undertaking will benefit the public, and the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City Council is authorized to approve the Intergovernmental Agreement pursuant to Section 14.2 of the Home Rule Charter.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheat Ridge, Colorado, as follows:

The City Council hereby approves the Intergovernmental Agreement (IGA) between the City of Wheat Ridge, the City of Lakewood, and the City of Arvada, for the management of a the Justice Assistance Grant, copy of which is attached hereto as Exhibit A, and amending the fiscal year Budget to reflect the acceptance of the 2009 Edward Byrne Justice Assistance Grant in the amount of \$23,789.00 and hereby authorizes the Mayor and City Clerk to execute the same.

DONE AND RESOLVED THIS 13<sup>th</sup> day of JULY 2009.

  
Jerry DiTullio, Mayor

ATTEST:



Michael D. Snow, City Clerk

## RESOLUTION NO. R09-072

A RESOLUTION AUTHORIZING THE FIFTH AMENDMENT TO THE REVISED  
2009-2010 BIENNIAL OPERATING AND CAPITAL BUDGET TO ALLOW THE  
RECEIPT AND EXPENDITURE OF JUSTICE ASSISTANCE GRANT (JAG)  
MONIES IN THE AMOUNT OF \$33,235.00

WHEREAS, the City of Arvada has applied for and is scheduled to receive a Justice Assistance Grant pursuant to an Intergovernmental Agreement for the management of such funds; and

WHEREAS, a budget amendment is needed to allow the grant monies to be received into and expended from city accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Revised 2009-2010 Biennial Operating and Capital Budget is hereby amended by allocating and authorizing the receipt of \$33,235.00 into revenue account number 21.0701.43101 and the expenditure of that amount from expense account number 21.0701.54013.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 17th day of August, 2009.

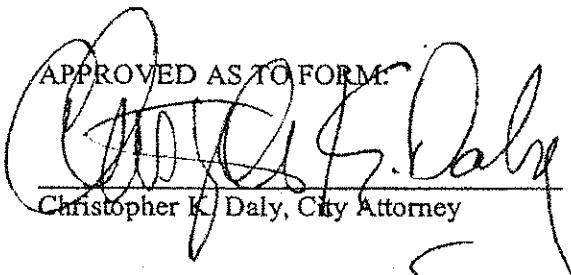
  
\_\_\_\_\_  
Robert G. Frie, Mayor

ATTEST:

*Deputy*  
Deputy Clerk

*Deputy Clerk*  
Deputy Clerk



  
\_\_\_\_\_  
Christopher K. Daly, City Attorney

JUL-20-09 MON 8:38 AM JCSD SHERIFF DEP

FAX NO. 3032715318

P. 2

Dated this 20<sup>th</sup> day of June, 2009.

**Jefferson County Sheriff's Office**

  
\_\_\_\_\_  
Ted B. Mink, Sheriff