

RESOLUTION NO. 67-98

**A RESOLUTION APPROVING THE LAW ENFORCEMENT ASSISTANCE
FUND (LEAF) CONTRACT # L-11-99**

WHEREAS, the City of Grand Junction, on behalf of the Grand Junction Police Department, has submitted an application to the Colorado Department of Transportation, Office of Transportation Safety for funding a LEAF project for the enforcement of laws pertaining to the driving under the influence of alcohol or other drugs, pursuant to **3-4-401** through 404, CRS and to LEAF Rules at 2CCR 602.1; and

WHEREAS, the State has approved an application and has prepared LEAF Contract which provides \$24,000; and

WHEREAS, the City of Grand Junction has the authority and responsibility to fund the Grand Junction Police Department and to sign contracts on behalf of the Grand Junction Police Department; and

WHEREAS, a resolution by the City of Grand Junction formally approving the LEAF Contract and authorizing the proper signature to be affixed to the Contract indicating such approval is required by the State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, the City of Grand Junction hereby approves the term, conditions and obligations of LEAF Contract and hereby authorizes the appropriate authority to sign the LEAF Contract on behalf of the City of Grand Junction.

PASSED AND ADOPTED this 4th day of November, 1998.

(~~SEAL~~)

/s/ Janet L. Terry
President of the Council

Attest:

/s/ Stephanie Nye
City Clerk

NOW THEREFORE, it is hereby agreed as follows:

1. The Contractor's Approved LEAF Application, the LEAF Contract Management Manual dated August 1, 1992 and LEAF Application Guidelines dated July, 1992, the State Highway Safety Rules at 2CCR 602-1, and Attachments A, B and C are incorporated herein by this reference as terms and conditions of this contract. The Contractor acknowledges that it has received copies of the LEAF Contract Management Manual, the Application Guidelines, and the State Highway Safety Rules. The Contractor shall comply with all terms and conditions of this Contract. In the event of a conflict between the terms of this Contract and the terms of the incorporated materials, the following priority shall be used to resolve such conflict:

- A. State Highway Safety Rules; then
- B. LEAF Contract Management Manual and Guidelines; then
- C. This Contract; then
- D. Attachments A, B, C, in that order; then
- E. Approved Application.

2. The Contractor shall carry out the program and shall perform the activities which are specifically described in the Approved Application and are generally described in Attachment A (collectively, "the project").

3. The Contractor shall submit quarterly reports to the State detailing the performance of this Contract according to the reporting criteria described in Attachment B.

4. Project Funding Provisions. The total budget amount authorized by this Contract for the actual costs of the project work is \$24,000, as described in Attachment C. The State shall participate in the payment as provided herein.

State's maximum (from LEAF)	\$24,000
TOTAL AMOUNT	\$24,000

The State shall use LEAF funds exclusively to pay for the actual costs incurred by the Contractor for the project work up to the State's maximum. If the Contractor incurs project costs which exceed the Attachment C budget amount without first obtaining an approval in that amount by written contract amendment, the Contractor shall be solely responsible for the payment of such excess costs.

The State budget amount will be provided solely from LEAF funds. Any obligation of the State under this Contract is contingent upon LEAF funds being available for this Contract. The State will pay the Contractor for actual costs incurred on a quarterly basis, subject to prior review and approval by the State of work performance and pursuant to payment procedures contained in the LEAF Contract Manual. The Contractor shall maintain an itemized accounting of all billings and other records to support all costs charged to the Contract and shall present same to the State upon request.

5. The effective date of this contract shall be the date the Controller of the State of Colorado approves this contract, or such later date specified herein. The Contract shall begin January 1, 1999, and shall terminate on December 31, 1999.

6. The Contractor agrees that any subcontracts entered into by the Contractor under this Contract must meet all applicable State and Federal requirements and must be approved by the Office of Transportation Safety prior to execution by the Contractor.

7. a) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated solely with certain funds provided to the State for the purpose of contracting for the services provided for herein. Therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this Contract.

b) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or shall violate any of the covenants, agreements or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports of other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State party by virtue of a breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined.

c) Termination for Convenience. The State may terminate this Contract at any time that it determines that the purpose of the distribution of monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

8. The Contractor shall adopt a resolution substantially in the form presented by the State, which approves this Contract and authorizes a signatory to execute this Contract. A copy of such resolution shall be attached to and made a part of this Contract.

9. The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be, or shall be deemed to be, an agent or employee of the state, and they shall have no authorization, express or implied, to bind the state to any agreements, settlements, liability, or understanding except as expressly set forth herein. The contractor shall be responsible to the state for the ultimate results of performance required hereunder but shall not be subject to the direction and control of the state as to the means and methods of accomplishing the results. The specifications in this contract of particular performance standards the state deems essential to proper performance and contract value shall in no event be deemed to alter this relationship. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any moneys paid pursuant to this grant contract.

The contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents. The contractor acknowledges that contractor and its employees are not entitled to the benefits of worker's compensation insurance or unemployment insurance unless the contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage.

10. The Special Provisions are attached hereto and hereby made a part hereof as terms and conditions of this contract.

11. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS, unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof; the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing contract to be executed by their duly authorized officers the day and year first above written.

City of Grand Junction

Contractor: _____
Position: **Mayor/Commissioner**

Contractor: _____
Position: **Chief/Sheriff**

APPROVED AS TO FORM:

City of Grand Junction
Attorney

ATTEST

City of Grand Junction
Clerk

**STATE OF COLORADO
ROY ROMER, GOVERNOR**

By: _____
GUILLERMO V. VIDAL
Executive Director
Colorado Department of Transportation

By: _____
TOM E. TALMADGE
Director of Staff Services
Colorado Department of Transportation

ATTEST

Chief Clerk
Colorado Department of Transportation

APPROVALS

FOR THE STATE CONTROLLER
Clifford W. Hall

GALE NORTON
Attorney General

By: _____
GEORGE MCCULLAR, Controller
Colorado Department of Transportation

By _____ (WAIVED ON 4-17-98)
BARRY B. RYAN
Assistant Attorney General
Civil Litigation Section

COLORADO DEPARTMENT OF TRANSPORTATION

LEAF CONTRACT ATTACHMENT A



LEAF OBJECTIVE PLAN

LEAF project # L-11-99	Responsible Agency Grand Junction Police Department
Contract Period 1-1-99 through 12-31-99	Project Coordinator Sergeant Paul F. Frey

LEAF Objective:

L-11-99: To increase and improve the enforcement of the laws pertaining to alcohol and drug related traffic offenses within the City of Grand Junction by performing the activities described in the Approved Application and summarized below.

Activity #	Activity Description
1	Provide officers through out the term of this contract to perform DUI/DRE enforcement duties and activities within the City of Grand Junction as stated in the Approved Application.
2	Conduct at least two sobriety checkpoints or saturation patrols during 1999. This can be in cooperation with a nearby agency, the State Patrol or solely by the Grand Junction Police Department.
3	The Grand Junction Police Department will be actively involved in CDOT's DUI enforcement public awareness campaign by participating in the joint efforts. This includes, but not limited to, obtaining media interviews and media outreach, hosting media ride alongs and similar activities. The Grand Junction Police Department will report back the requested data to CDOT by the specified times.
4	Make all reasonable efforts to increase the DUI alcohol and drug related arrests within the Grand Junction Police Department by 5% from the 1998 level.

COLORADO DEPARTMENT OF TRANSPORTATION LEAF CONTRACT ATTACHMENT B



LEAF REPORTING CRITERIA

LEAF Project # L-11-99 - Grand Junction Police Department

- 1). Each quarter the Contractor shall submit a report to the Office of Transportation Safety in accordance with the LEAF Contract Management Manual. The Quarterly Reports will state all activity accomplishments as required by Contract Number L-11-99 during the reporting period. The Grand Junction Police Department will use the provided LEAF Grant Manager software package when compiling data and submitting the required reports. All recipients are required to use the software so the Colorado Department of Transportation can better manage the statewide LEAF program.
- 2). No payment for cost incurred during the reporting period will be reimbursed by the Office of Transportation Safety if such Quarterly Reports are not current or are not compiled using the LEAF Grant Manager software program.
- 3). Upon completion of all LEAF activity the Grand Junction Police Department will submit a Final Report in accordance with the LEAF Contract Management Manual.

COLORADO DEPARTMENT OF TRANSPORTATION LEAF CONTRACT ATTACHMENT C



LEAF Project # L-11-99 - Grand Junction Police Department

REVENUES

TOTAL LEAF Funds

\$24,000

\$24,000

EXPENSES

Category	LEAF Funds
Personal Services	\$23,480
Operating expenses	\$520
Capital equipment	\$0
Travel expenses	\$0
TOTAL	\$24,000

SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, ~~its employees and agents~~^{IT}, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment; upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.

(f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(g) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(h) The contractor will include the provisions of paragraphs (a) through (h) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

6a. Provisions of CRS 8-17-101 & 102 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with Federal requirements (CRS 8-19-101 and 102)

GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defence, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

9. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

10. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written.

Contractor: (Full Legal Name) _____ _____ _____ Position (Title) _____ _____ Social Security Number or Federal I.D. Number _____ If Corporation: _____ Attest (Seal) By _____ Corporate Secretary, or Equivalent, Town/City/County Clerk	STATE OF COLORADO ROY ROMER, GOVERNOR By _____ EXECUTIVE DIRECTOR DEPARTMENT OF _____ APPROVALS CONTROLLER By _____ By _____
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ATTORNEY GENERAL

CITY OF GRAND JUNCTION
GRANT DATA SHEET

Date: 10/8/98 Type of Grant: Federal () State () Other (X) Revision Number: _____

Department: POLICE DEPARTMENT Contact: Lt. NORDINE Phone: 244-3619
Marty Currie 244-3583

Grant name: LEAF DUI GRANT Grant # L-11-99

Source of funds: CDOT

Grantor: CDOT Contact: PAUL HETZEL Phone: (303) 757-9462

Purpose / Product / Outcome: INCREASE DRUNK DRIVING ARRESTS BY 5% OVER 1998 LEVEL.

Requirements / Schedule: Conduct 2 sobriety checkpoints, participate in CDOT's public awareness campaign

Will this require NEW EMPLOYEE(s)? NO EQUIPMENT? YES (\$520 for 2 PBT's)

FINANCIAL SUMMARY (Attach detail as necessary)

Projected cost of project or program: \$ 24,000
Estimated cost of administration: \$ 0
Grant in-eligible costs (application): \$ 0
Total costs of project: \$ 24,000

Amount of grant: \$ 24,000
Other revenues: \$ 0
Total revenues: \$ 24,000
Net cost of the project to the City: \$ 0
Amount to be appropriated: \$ 0

Future impacts: (Description) NONE

Annual ongoing expenditures: \$ 0 Onetime/periodic expenditures: \$ _____

Revenue Account Number: Fund 100 Org 422 Account 42520 Activity 110250
Expenditure Account Number: Fund 100 Org 422 Account 53990 Activity 110250
(if more than one account, attach a list) (PBT's) Fund 100 Org 422 Account 61130 Activity 110250
Fund _____ Org _____ Account _____ Activity _____

Are rev/exp included in the Current Budget? NO In the Revised Budget? NO

Approvals: Department Director: Gary D. Kane Date: 10/16/98
Grant Coordinator: John Booth Date: 10/22/98
Finance Director: Donald M. Tapp Date: 10/22/98
City Manager: Mark A. Weber Date: 11/6/98

DATES: City Council-App 11/04/98 Acceptance 1/1/ Contracts 1/1/
Application deadline 09/01/98 Award of grant 1/1/ Extension deadline 1/1/
Date of receipt: 1/1/ Required completion date 12/31/99 Close out 1/1/

Report(s) required: quarterly (date, monthly, quarterly)

CITY OF GRAND JUNCTION
COMPLIANCE CHECK LIST

This check list is provided to help the Department Contact in identifying requirements of the grant for which the requestor is responsible. It does not move the responsibility for compliance or the monitoring of compliance of a department or sub-recipient to the Administrative Services Department.

Co-applicants
 Contract(s) Sub-recipient Source of funds Other
 Insurance / bonding

Single audit
 Environmental review
 Equal employment opportunity enforcement
 Davis Bacon
 Minority and/or other preference processes

Matching funds budgeted unbudgeted generated
 Program income
 Federal funds advance or reimbursement
 Payment requests, reports
 Debt issuance
 Cost allocation plan for indirect costs

State checklist available
 Local determinations

Hearings / public input / notices / signs
 Open competitive bids
 Plan for real property acquisition and replacement, relocation of people
 Inspections / grantee / grantor

Subsequent maintenance and/or monitoring
 Subsequent restrictions of use
 Asset monitoring, inventions, patents, equipment (subsequent usage)
 Record retention, system of documentation

Other (explain) _____

ATTACH ANY ADDITIONAL COMMENTS.

ATTACH A COPY OF THE GRANT APPLICATION, AWARD, OTHER DOCUMENTATION.

MEMORANDUM

Date: October 16, 1998

To: Asst. City Attorney John Shaver
City Controller Randy Booth
City Clerk Stephanie Nye

cc: Police Chief Gary Konzak

From: Captain Martyn Currie

Subject: LEAF DUI Enforcement Grant L-11-99

✓John – Please review the grant for content and amend as necessary. Upon completion of your efforts please have the four copies of the grant signed by the City Attorney, or appropriate designee, and forward the grant to Randy Booth for signatures on the Grant Data Sheet.

Randy – Upon completion of obtaining the signatures, please forward the grant to Stephanie Nye for inclusion on the City Council agenda as a Consent Agenda item for the November 4, 1998 City Council Meeting.

Stephanie – Please include the LEAL DUI Grant and the Resolution on the November 4, City Council Meeting and obtain the signature of Mayor Terry on the copies and mail the grant to Paul Helzer at the Colorado Dept. of Transportation in the enclosed envelope. Please bear in mind the grant needs to be delivered to Paul Helzer by November 10.

Please notify me if there are potential problems for meeting the November 4, City Council Meeting date. My telephone extension is 3563.

Thanks, Marty.

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Office of Transportation Safety
4201 East Arkansas Avenue, WA-120
Denver, Colorado 80222-3406
(303) 757-9462
(303) 757-9067 (fax)
E-Mail: Paul.Helzer@dot.state.co.us



L-11-99

October 2, 1998

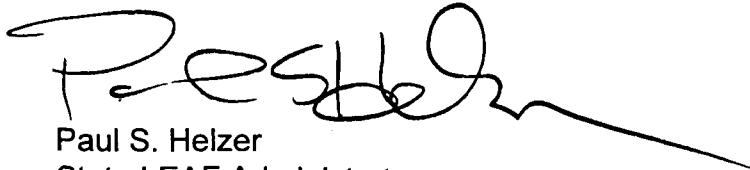
Sergeant Paul F. Frey
Grand Junction Police Department
625 Ute Avenue
Grand Junction, CO. 81504

Dear Sergeant Frey:

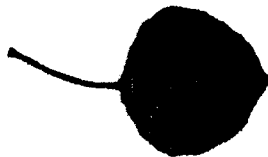
The Colorado Department of Transportation has completed its review of Law Enforcement Assistance Fund (LEAF) applications for 1999. We had to cut nearly \$1.5 million dollars from the amount which was requested by the 48 applicants. This meant nine applications were not approved. Those which were approved were reduced so we could assist as many agencies as we could with the \$1,200,000 we had this year.

The application from the Grand Junction Police Department was approved for \$24,000.

In the next several of days you will get the contract, resolution form and a cover letter outlining the process which needs to be completed by the City of Grand Junction. Please give me a call at 303 757-9462 so we can discuss what was funded by LEAF.



Paul S. Helzer
State LEAF Administrator



MEMORANDUM

DATE: *Thursday, October 08, 1998*

TO *LT. Mike Nordine*

Patrol Watch Commander

FROM: *Sergeant Paul F. Frey*
Traffic Unit Supervisor

REFERENCE: 1999 Leaf Grant

Attached are four copies of the LEAF Grant for 1999 that need to be signed and returned to the Colorado Department of Transportation by Tuesday, November 10, 1998. The grant needs to be signed by the Mayor, The Chief, The City Attorney and the City Clerk for approval. Please forward the grant through the proper channels with the appropriate paper work to obtain City Council approval and signatures.

The 1999 Grant is for \$24,000.00. \$23,480.00 is to pay over time for 711 hours for DUI enforcement activities. \$520.00 is for the purchase of two Preliminary Breath Test (PBT) devices and \$528.00 is to pay over time for Grand Junction Fire Department paramedics to draw blood. The Grant requires us to do two Sobriety CheckPoints or Saturation Patrols, Participate in CDOT's public awareness campaign and increase our DUI arrest level by 5% from 1998 level.

Sergeant Paul F. Frey

GRAND JCT. P.D.,
L-11-99

PART C - LEAF PERSONAL SERVICES

LEAF Salaries

Position	Base Pay	Benefits	Total	Number of units	LEAF COST
Total LEAF salaries					\$

LEAF Overtime

Position	Overtime rate	Number of hours	LEAF COST
Police Officer	\$33.00	000 711	\$23,480 23,480
Total LEAF overtime			\$23,480 23,480

LEAF Contractual Services

Contractor	Services	LEAF COST
Paramedic from Grand Junction Fire Dept	Blood draws at Check point	\$ 528.00
Total LEAF contractual services		\$28,908.00

Total LEAF personal services (total of all three sections on this page) ~~\$28,908.00~~ 23,480

Part D - LEAF OPERATING EXPENSES (Cost per unit under \$3,000)

Description	Number	Cost per unit	LEAF COST
Preliminary Breath testing device	2	259.95	\$520.00
Total LEAF operating expense			\$520.00

Part E - LEAF CAPITAL EQUIPMENT (Cost per unit \$3,000 or more)

Description	Number	Cost per unit	LEAF COST
Total LEAF capital equipment			\$ 0

Part F - LEAF TRAVEL AND SUBSISTENCE

Purpose	LEAF COST
Total LEAF travel and subsistence	
	\$ 0

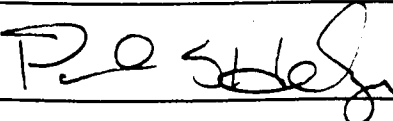
PART G - LEAF BUDGET SUMMARY (category totals from previous pages)

Cost Category	LEAF COST
Personal Services	\$23,480.00 23,480
Operating Expenses	\$ 520.00
Capital Equipment	\$
Travel and Subsistence	\$
Total LEAF Funds Requested	\$23,480 24,000

PART H - EVALUATION: Evaluation and reporting requirements will be incorporated in the contract.

PART I - LEAF PROJECT CONTACTS

<p>1. Project Responsibility Name Lt. Mike Nordine Address Grand Junction Police Department 625 Ute Avenue Grand Junction, Colorado 81501-7720</p> <p>Telephone (970) 244-3619 Fax (970) 244-3617 E-mail address miken@ci.grandjct.co.us</p>	<p>3. Project payments mailed to Name Lt. Mike Nordine Address Grand Junction Police Department 625 Ute Avenue Grand Junction, Colorado 81501</p> <p>Telephone (970) 244-3619 Fax (970) 244-3617 E-mail address miken@ci.grandjct.co.us</p>
<p>2. Accounting records responsibility Name Sergeant Paul F. Frey Address Grand Jct. Police Dept. Traffic Unit 625 Ute Avenue Grand Junction, Colorado 81501-7720</p> <p>Telephone (970) 244-3598 Fax (970) 244-3617 E-mail address paulf@ci.grandjct.co.us</p>	<p>4. Correspondence mailed to Name Sergeant Paul F. Frey Address Grand Jct. Police Dept. Traffic Unit 625 Ute Avenue Grand Junction, Colorado 81501-7720</p> <p>Telephone (970) 244-3598 Fax (970) 244-3617 E-mail address paulf@ci.grandjct.co.us</p>

<input type="checkbox"/> APPROVED AS WRITTEN <input checked="" type="checkbox"/> APPROVED WITH MODIFICATIONS <input type="checkbox"/> DISAPPROVED	
State LEAF Administrator: 	Date: 9-15-98

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Office of Transportation Safety
4201 East Arkansas Avenue, WA-120
Denver, Colorado 80222-3406
(303) 757-9462
(303) 757-9067(fax)
email: Paul.Helzer@dot.state.co.us



L-11-99

October 6, 1998

Sergeant Paul F. Frey
Grand Junction Police Department
625 Ute Avenue
Grand Junction, CO. 81504

Dear Sergeant Frey:

Attached you will find four copies of your 1999 Law Enforcement Assistance Fund (LEAF) contract for signature. The State of Colorado requires your appropriate authority to adopt a formal resolution which approves the terms of the contract and delegates to a specific individual the authority to sign the contract on behalf of the Grand Junction Police Department. I have enclosed a sample as a guide.

Please return the four signed contracts and your resolution to the Office of Transportation Safety by November 10, 1998.

After our office completes the signing process, the City of Grand Junction will receive one of the originals. We will be conducting a 1999 LEAF Pre-work Managers' Conference to go over the contract requirements and give the representative from the Grand Junction Police Department their copy. The meeting will take place on:

**December 8, 1998 - 9:00 AM to 4:00 PM
CDOT Main Auditorium
4201 East Arkansas Avenue in Denver**

This is a mandatory meeting as we will be discussing all of the program requirements, the data collection program, and reimbursement procedures under your 1999 LEAF contract. Using the LEAF reporting program (software) is one of the conditions of your contract; therefore we are asking the person who will be managing the day-to-day activities of the project attend.

Also attached is a copy of the budget section of your proposal, which clarifies what was funded and what was cut from your original application. If you have any questions you may contact me at (303) 757-9462.

Paul Helzer
State LEAF Administrator

enclosures



MEMORANDUM

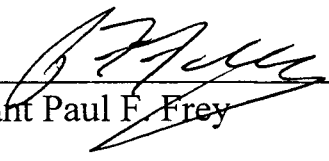
DATE: August 14, 1998
TO: Mark Achen
City Manager
FROM: Sergeant Paul F. Frey
Traffic Unit Supervisor

*Return via
Ron Loggi
8/15*

REFERENCE: 1999 Leaf Grant

Attached is three copies of the grant application to the Colorado Department of Transportation for DUI enforcement in 1999. I prepared the grant and it was reviewed by the Police Department supervisors on August 13, 1998 during expanded staff meeting. The grant is due at CDOT in Denver, Co. by September 1, 1998 and requires your signature to be submitted.

If you have any questions or need any further information please feel free to contact me.


Sergeant Paul F. Frey

COLORADO DEPARTMENT OF TRANSPORTATION
APPLICATION FOR LEAF PROJECT



1999

Applying agency: Grand Junction Police Department	
Project location: Grand Junction, Colorado	
Mailing address: 625 Ute Avenue Grand Junction, Colorado 81501-7720	
Project period: From: January 1, 1999	To: December 31, 1999
Signature of proposed <i>Paul Helzer</i>	Title: Sergeant

Approval to proceed with grant request

Signature: <i>Mark K. Arden</i>	
Name: <i>MARK K. ARDEN</i>	Title: <i>CITY MANAGER</i>
For: (Board of County Commissioners, County Administrator, Mayor, Town Administrator, City Council, etc.) <i>City of Grand Junction</i> Date <i>8/15/98</i>	

Return completed applications by close of business on September 1, 1998 to:

COLORADO DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSPORTATION SAFETY
State LEAF Administrator
4201 East Arkansas Avenue
Denver, Colorado 80222-3406

303 757-9462
303 757-9067 (fax)
E-Mail: Paul.Helzer@dot.state.co.us

PART A - PROBLEM STATEMENT If you are unfamiliar with the LEAF grant application process, please refer to the LEAF APPLICATION GUIDELINES or call the State LEAF Administrator at 303 757-9462.

Requested Information

Number of DUI related arrests in 1996 401 1997 665 First six months of 1998 311

Of those above, how many involved drugs other than alcohol 5

Number of alcohol/drug related **fatal** traffic crashes within your city/county during this period 1

Number of alcohol/drug related **injury** traffic crashes within your city/county during this period 12

Number of officers presently patrolling where any/all of their duties include DUI enforcement 42

Of those officers above, how many are certified in the Standardized Field Sobriety Tests (SFST) 40

Further describe your present situation regarding the DUI problem within your city/county.

The Grand Junction Police Department is the largest city west of Denver. It has a population of forty-two thousand residents, with another sixty-five thousand citizens living in the unincorporated area surrounding Grand Junction.

The area continues to grow by a rate of two percent annually. Grand Junction enjoys a healthy economy reflected in new manufacturing jobs, a strong and growing retail market and tourism activity. As a result, there are more and more motorists on our streets and roads. Community and recreational events draw people to Grand Junction from across the state and Eastern Utah.

A majority of the liquor establishments are located in Grand Junction City Limits. Citizens from surrounding communities frequent these establishments and then drive home to surrounding counties or eastern Utah. In 1997, the Colorado State Patrol handled 1 Fatality and 36 injury accidents that were DUI/DUID related. In 1998, the Colorado State Patrol has handled 1 fatality and 20 injury accidents that were DUI/DUID related.

The Grand Junction Police Department in 1998 formed a new traffic unit and hired 3 additional officers to staff the unit. The increase of population, calls for service and annexation of more miles of road to patrol have not allowed an increase of time dedicated to DUI/DUID enforcement.

The Grand Junction Police Department has increased the number of arrests from 313 in 1994 to 665 in 1997. The number of alcohol related accidents continue to increase in both the City and County while the number of fatalities and injuries have remained constant.

Additional pages may be included to adequately describe PART A

Requested Information

If fully funded, how many DUI related arrests will you make in 1999? 730

How many DUI checkpoints or DUI saturation patrols will your city/county conduct in 1999? 4
Sobriety Check points and 30 Saturation Patrols

Does your agency have the capability to run the required LEAF Grant Manger computer reporting software program? (Windows 95/NT)

Yes, Windows NT

What will your city/county do during 1999 to confirm your involvement with any DUI media campaigns endorsed by LEAF and the Colorado Department of Transportation (CDOT)?

We have and will continue to provide information and personnel for media interviews and press releases. We display the "Heat Is ON" banners and poster when ever possible and we give credit to Leaf funding and CDOT on all DUI/DUID related stories and press releases.

List your funding priorities.

- 1) Summer Saturation Patrols
- 2) Weekend DUI Patrols
- 3) Sobriety Check points

Further describe your proposal

The Grand Junction Police Department is proposing to enhance its current DUI/DUID arrest rate by assigning police officers specially trained in advance DUI/DUID detection to work DUI enforcement on an over time basis. Officers working this assignment will have a minimum of two years law enforcement experience with the Grand Junction Police Department and must be HGN/SFST certified. Officers who are enthusiastic and have shown above average skills in DUI/DUID detection will be given preference to this assignment.

The department successfully hosted three HGN/SFST courses in 1998 and is planning to do one more this year. Plans are being made to host three more courses in 1999. Agencies from Mesa County and across the state have participated in this training. This has allowed us to train almost all of the patrol officers in the advance detection of DUI/DUID drivers.

This projects calls for a total of 860 hours of DUI enforcement and related activities. Emphasis will be placed on Friday and Saturday nights during the summer months where saturation patrols would be done every weekend from Memorial Day to Labor Day. This would included four Sobriety check points during events or holiday weekends. During the rest of the year DUI patrols will be used on the weekends which continue to be highest nights for DUI arrests.

360 hours of dedicated DUI/DUID saturation enforcement will be scheduled on Friday and Saturday nights between Memorial Day and Labor Day weekends from 11:00 pm to 3:00 am. This time frame is when the majority of DUI arrest are occurring. This is also a time when routine calls for police service are the highest and are cutting into the time officers have to do DUI/DUID enforcement. Three Officers will be scheduled to work these shifts on an over time basis.

300 hours of dedicated DUI/DUID enforcement will be scheduled on the remaining Friday and Saturday nights from 11:00 pm to 3:00 am. One officer each night will work on a over time basis.

200 hours for sobriety check points. We continue to experience success with collaboration with other law enforcement agencies. In 1998, we have done two Sobriety check points in conjunction with the Colorado State Patrol, Mesa County Sheriff's Department and Fruita Police Department. Also participating in the check points were paramedics from American Medical Response to provide blood draws at the check point. Additionally, our new Mobile Intoxilyzer Van will be on line and available for breath tests at remote locations. Each check point will be staffed with ten officers on an over time basis. Additionally, one paramedic with the Grand Junction Fire Department will be paid on an over time basis to draw blood tests at the Sobriety check point site.

The PBT's (Preliminary Breath Testing device) will be used by the officers as an additional tool in detecting DUI drivers at Sobriety Check points and during DUI patrols. This will be helpful in cases where the officer can not get a good odor of alcoholic beverage or in cases where officers suspect the person is borderline.

The department will continue to use the DUI car and specialized equipment that was awarded to the department through the 1992 Leaf Grant. The police department will also utilize two new cars purchased in 1998 for the traffic unit for DUI/DUID enforcement. The police department will provide funds to administer this project including all costs for vehicle repairs, blood, breath and urinalysis testing, HGN/SFST training, Intoxilyzer training and all personnel costs associated with the administration of this grant.

1999 Project Goals:

- 1) Increase the number of Saturation Patrols to 360 hours.
- 2) Participate in four Sobriety Check Points with the Colorado State Patrol, Mesa County Sheriff's Department and other Police agencies in Mesa County during Holiday weekends and during special events.
- 3) Conduct drinking and driving awareness education programs at local high schools.
- 4) Provide three training sessions in HGN/SFST and Intoxilyzer Certification for officers of the Grand Junction Police Department and other police agencies in and outside of Mesa County.
- 5) Increase the departments overall DUI arrest rate by 10% from the 1997 rate. This would equate to an additional 66 arrests by the DUI team. This will bring the departments overall arrests to 731 for 1999.

PART C - LEAF PERSONAL SERVICES

LEAF Salaries

Position	Base Pay	Benefits	Total	Number of units	LEAF COST
Total LEAF salaries					\$

LEAF Overtime

Position	Overtime rate	Number of hours	LEAF COST
Police Officer	\$33.00	860	\$28,380
Total LEAF overtime			\$28,380.00

LEAF Contractual Services

Contractor	Services	LEAF COST
Paramedic from Grand Junction Fire Dept	Blood draws at Check point	\$ 528.00
Total LEAF contractual services		\$28,908.00

Total LEAF personal services (total of all three sections on this page)	\$28,908.00
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Part D - LEAF OPERATING EXPENSES (Cost per unit under \$3,000)

Description	Number	Cost per unit	LEAF COST
Preliminary Breath testing device	2	259.95	\$520.00
Total LEAF operating expense			\$520.00

Part E - LEAF CAPITAL EQUIPMENT (Cost per unit \$3,000 or more)

Description	Number	Cost per unit	LEAF COST
Total LEAF capital equipment			\$

Part F - LEAF TRAVEL AND SUBSISTENCE

Purpose	LEAF COST
Total LEAF travel and subsistence	
	\$

PART G - LEAF BUDGET SUMMARY (category totals from previous pages)

Cost Category	LEAF COST
Personal Services	\$28,909.00
Operating Expenses	\$ 520.00
Capital Equipment	\$
Travel and Subsistence	\$
Total LEAF Funds Requested	\$29,429

PART H - EVALUATION: Evaluation and reporting requirements will be incorporated in the contract.

PART I - LEAF PROJECT CONTACTS

<p>1. Project Responsibility Name Lt. Mike Nordine Address Grand Junction Police Department 625 Ute Avenue Grand Junction, Colorado 81501-7720</p>	<p>3. Project payments mailed to Name Lt. Mike Nordine Address Grand Junction Police Department 625 Ute Avenue Grand Junction, Colorado 81501</p>
<p>Telephone (970) 244-3619 Fax (970) 244-3617 E-mail address miken@ci.grandjct.co.us</p>	<p>Telephone (970) 244-3619 Fax (970) 244-3617 E-mail address miken@ci.grandjct.co.us</p>
<p>2. Accounting records responsibility Name Sergeant Paul F. Frey Address Grand Jct. Police Dept. Traffic Unit 625 Ute Avenue Grand Junction, Colorado 81501-7720</p>	<p>4. Correspondence mailed to Name Sergeant Paul F. Frey Address Grand Jct. Police Dept. Traffic Unit 625 Ute Avenue Grand Junction, Colorado 81501-7720</p>
<p>Telephone (970) 244-3598 Fax (970) 244-3617 E-mail address paulf@ci.grandjct.co.us</p>	<p>Telephone (970) 244-3598 Fax (970) 244-3617 E-mail address paulf@ci.grandjct.co.us</p>

<input type="checkbox"/> APPROVED AS WRITTEN <input type="checkbox"/> APPROVED WITH MODIFICATIONS <input type="checkbox"/> DISAPPROVED	
State LEAF Administrator	Date