

RESOLUTION 94-195
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE LAW ENFORCEMENT
ASSISTANCE FUND (LEAF) CONTRACT BETWEEN THE CITY AND THE
STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Fort Collins, on behalf of the Fort Collins Police Services, has submitted an application to the Colorado Department of Transportation, Office of Transportation Safety, for funding of a Law Enforcement Assistance Fund ("LEAF") project for prevention of substance abuse; and

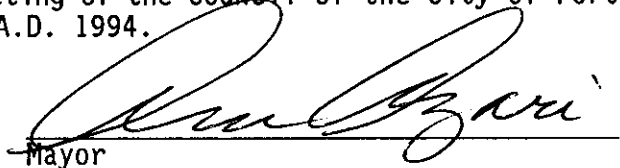
WHEREAS, the State has approved the application and has prepared a LEAF Contract for project number 95-410-11, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference ("the Contract"); and

WHEREAS, the City of Fort Collins has the authority and responsibility to fund the Fort Collins Police Services and to sign contracts on behalf of the Fort Collins Police Services; and

WHEREAS, a Resolution from the Council 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.

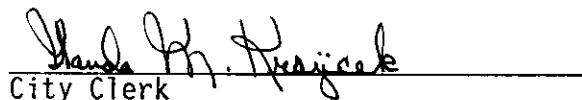
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT Collins that it hereby approves the Contract and its terms and conditions, and hereby authorizes the Mayor to sign the Contract on behalf of the City.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins held this 6th day of December, A.D. 1994.



Mayor

ATTEST:



City Clerk

DEPARTMENT OR AGENCY NUMBER

CONTRACT ROUTING NUMBER

CONTRACT

THIS CONTRACT, made this ____ day of _____, 199__, by and between the State of Colorado, for the use and benefit of the Department of Transportation, Office of Transportation Safety, 4201 East Arkansas Avenue, Denver, Colorado 80222, hereinafter referred to as the State, and the City of Fort Collins for the use and benefit of the Fort Collins Police Services, 300 LaPorte Avenue, PO Box 580, Fort Collins, CO. 80522-0580 hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 400, Appropriation Code 307, Object Number 5120, Org Unit 9814, Contract Encumbrance Number 9748, GBL 95G5, FEIN Number 846000587; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the State is authorized under Sections 43-5-401 and 24-42-103, C.R.S., as amended, to coordinate with the federal government and other entities to develop and implement plans and programs involving all aspects and components of traffic safety in Colorado; and

WHEREAS, pursuant to Title 23 United States Code, Sections 402, 408, and 410, and to 23 Code of Federal Regulations, Parts 924, 1204 and 1205, the State has received approval and federal grant funding for implementation of its Fiscal Year 1995 Highway Safety Plan (HSP) from the U.S. Department of Transportation, National Highway Traffic Safety Administration; and

WHEREAS, the HSP contains programs and activities which the State has determined, in accordance with applicable criteria, are designed to reduce the frequency and severity of alcohol and other drug related traffic crashes or improve the operational efficiency of existing traffic safety programs regarding the alcohol and drug impaired driver in Colorado; and

WHEREAS, the State solicits and reviews Applications and determines which agencies or entities would be most appropriate in completing the objectives, conducting the activities and providing the services required by the HSP; and

WHEREAS, the Contractor has submitted an Application to conduct certain activities approved in the HSP which Application has been approved by the State; and

WHEREAS, the Contractor has the technical ability to properly complete the objectives and activities of the Application, as described on page 1 of Attachment A of this Contract; and

WHEREAS, it has been determined no State agency can reasonably conduct the activities and provide the services required of the Contractor; and

WHEREAS, this contract is executed by the State under authority of Sections 43-5-401 and 24-42-101, C.R.S., as amended, and is executed by the Contractor under authority of Section 29-1-203, C.R.S., as amended, and as authorized by the formal resolution attached hereto; and

WHEREAS, the Contractor warrants it has taken all necessary steps to ensure the individual Contractor signatory below has the authority to sign this Contract.

NOW THEREFORE, it is hereby agreed as follows:

1. The following Attachments and other documents are incorporated as terms and conditions of this Contract, to the extent consistent with this Contract.

- A. State "Special Provisions"
- B. Attachment A - Contract Objective and Tasks
- C. Office of Transportation Safety Contract Management Manual
- D. The Project Application

The Contractor shall comply with all such terms and conditions in the performance of the work.

2. If a conflict occurs between the terms and conditions of this Contract proper and the attachments herto, the priority to be used to resolve such conflict shall be as follows:

- A. State "Special Provisions"
- B. This Contract proper
- C. Attachment A - Contract Objective and Tasks
- D. Office of Transportation Safety Contract Management Manual
- E. The Project Applications

3. The Contractor shall carry out the program, conduct all the activities and provide the services described and detailed on page 1 of Attachment A.

4. In the performance of the work, the Contractor shall comply with all applicable administrative procedures and contract requirements contained in the October 1, 1994 Colorado Highway Safety Contract Management Manual.

5. The Contractor shall submit periodic and final reports to the State according to the requirements of the Contract Manual and the reporting criteria set forth on page 2 of Attachment A.

6. The Contractor shall comply with the budget for this contract as set forth on page 3 of Attachment A. The Contractor shall be solely responsible for all costs incurred in excess of this budget amount.

7. The total estimated program costs shall be \$48,133. Subject to the conditions of this contract, the State and Contractor shall participate in providing this amount as follows:

A. State share (federal funds) shall not exceed:	\$48,133
B. Contractor share (estimated in-kind services as detailed in application):	<u>-0-</u>
C. Total estimated program costs:	\$48,133

The State share shall be comprised entirely of federal funds made available to the State. The State share amount of this Contract shall not be exceeded. If the actual total program costs are less than the estimated total program costs as a result of the contractor's failure to supply all of the estimated contractor share, the state's share shall be reduced proportionately. The term "proportionately" means the ratio of actual expenditures to total planned expenditures for both State and contractor shares. The contractor may increase the contractor share without further state approval, but this increase shall have no impact on the state share.

8. The State shall reimburse the Contractor for the satisfactory performance of this Contract exclusively from funds made available for this contract under the Highway Safety Act, Title 23, U.S.C. Section 410. Such reimbursement shall be only as provided in the Contract Manual. Such reimbursement shall be contingent upon the contribution by the Contractor of its participating share as provided herein, and shall be contingent upon the continuing availability of federal funds under the Highway Safety Act, Title 23, U.S.C. Section 410, for the purposes hereof.

9. The term of this Contract shall begin on the effective date and shall terminate on September 30, 1995. The effective date of this Contract shall be the date the required signature approval of the State Controller is obtained on this Contract, as evidenced by the date first appearing above. Contractor agrees that any contract work performed or costs incurred prior to the effective date shall not be compensated under the terms of this Contract.

10. The Contractor agrees that any subcontract entered into under this Contract shall meet all applicable state and federal requirements, including the requirements in Title 49, C.F.R. Section 18.36 concerning competitive procurement, and must be approved by the Director, Office of Transportation Safety, prior to execution. Contractor shall not assign this Contract without prior written approval of the State: any assignment without such approval shall be void.

11. a) Termination Due to Loss of Funding. The parties hereto expressly recognize the Contractor is to be paid, reimbursed, or otherwise compensated solely with federal funds provided to the State for the purpose of contracting for the services provided for herein. Therefore, the Contractor expressly understands and agrees 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 such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract.

b) Termination for Cause. If, for any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor 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 of such termination and specifying the effective date thereof, at least 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 or 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 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 the State determines the purposes 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 20 days before the effective date of such termination.

12. Independent Contractor. 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.

13. The Special Provisions attached hereto are hereby made a part hereof.

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 Fort Collins

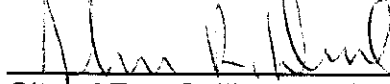
STATE OF COLORADO
ROY ROMER, GOVERNOR

Contractor: _____
Position: ~~Mayor/Commissioner~~

By _____
JOHN E. CONGER, Director
Office of Transportation Safety

Contractor: _____
Position: ~~Chief/Sheriff~~

APPROVED AS TO FORM:



City of Fort Collins
Attorney

As stated in City

ATTEST

ATTEST

City of Fort Collins
Clerk

Chief Clerk
Department of Transportation

APPROVALS

CLIFFORD W. HALL
State Controller

GALE NORTON
Attorney General

By _____
GEORGE MCCULLAR, Controller
Department of Transportation

By _____
BARRY B. RYAN
Assistant Attorney General
Natural Resources Section

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, provendor 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, 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 advertising; 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 .06 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:

**COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACT OBJECTIVE PLAN**

State Program: Public Ways		Contracting Agency: Fort Collins Police Department	
State Sub-Program: Transportation Safety		Project Coordinator: Sam Hagerman	
Problem Solution Plan: Innovative Prevention Programs		Contract Period: Effective date to 9/30/95	
Project # 95-410-11	HSP # 95-01	Task # 19-08	

Objective:

The Fort Collins Police Department will conduct a substance abuse prevention program which will target the high risk population on the legal requirements for driving and the consequences caused by impaired driving.

Task Activity #	Activity Description
19-08.1	Start the project within 30 days of the effective date of the contract and conduct the substance abuse prevention program within the City of Fort Collins by conducting the required activities. The goal of this will be the reduction of traffic fatalities and injuries caused by impaired drivers within the targeted population.
19-08.2	Schedule officers to conduct and carry out the planning, production and management of the project as stated in the approved application.
19-08.3	Submit quarterly claims for reimbursement in accordance to the Contract Management Manual and within the budget summary which is found on Attachment A, page 3 of 3.
19-08.4	Submit quarterly reports to the Office of Transportation Safety by January 20, April 20, July 20, and October 20, 1995 and submit the final report by November 15, 1995.

**COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACT EVALUATION DATA**

Task activity #	Evaluation description	Type of evaluation	Report timeframe
19-08.1	When was the project started? On time? What date? What are (if any) the problems encountered? What groups are in the partnership? How are they involved?	Performance	Quarterly
19-08.2	What type of events were conducted or planned? What agencies received a benefit from the project? Number of people affected? How is the material distributed?	Performance	Quarterly
19-08.3	Is the budget limitation which is found on Attachment A, page 3 being followed? If not, what problems have been encountered?	Financial	Quarterly
19-08.4	Are the quarterly/final reports being submitted according to the Contract Management Manual?	Administrative	Quarterly/Final

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**COLORADO DEPARTMENT OF TRANSPORTATION
CONTRACT FINANCIAL BUDGET**

PROJECT # 95-410-11

BUDGET ALLOCATION FOR HSP# 95-01		TASK# 19-08	
Cost category	OTS(\$)	Agency(\$)	Total(\$)
Personal Services	38,133	-0-	38,133
Operating expenses	10,000	-0-	10,000
Travel expenses	-0-	-0-	-0-
Capital equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Totals	48,133	-0-	48,133
DISTRIBUTION OF OTS FUNDS (BENEFIT OF): STATE \$		LOCAL \$48,133	

BUDGET ALLOCATION FOR HSP#		TASK#	
Cost category	OTS(\$)	Agency(\$)	Total(\$)
Personal Services			
Operating expenses			
Travel expenses			
Capital equipment			
Other			
Totals			
DISTRIBUTION OF OTS FUNDS (BENEFIT OF): STATE \$		LOCAL \$	

BUDGET ALLOCATION FOR HSP#		TASK#	
Cost category	OTS(\$)	Agency(\$)	Total(\$)
Personal Services			
Operating expenses			
Travel expenses			
Capital equipment			
Other			
Totals			
DISTRIBUTION OF OTS FUNDS (BENEFIT OF): STATE \$		LOCAL \$	

TOTAL BUDGET	OTS(\$)	Agency(\$)	Total(\$)
	\$48,133	\$-0-	\$48,133

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