

AGENDA ITEM SUMMARY
FORT COLLINS CITY COUNCIL

ITEM NUMBER: 15

DATE: November 29, 2005

STAFF: Wendy Williams

SUBJECT

First Reading of Ordinance No. 168, 2005, Appropriating Unanticipated Grant Revenue in the General Fund for the Poudre Valley Health System "Reduce Intoxicated Driving" Program.

RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

FINANCIAL IMPACT

The Poudre Valley Health System has been awarded a \$15,100 grant from the Alcohol and Drug Division of the Colorado Department of Human Services. These funds will be disbursed by the Colorado Department of Human Services and directed through the City of Fort Collins, pursuant to State of Colorado requirements, then paid to the Poudre Valley Health System. This grant carries no additional financial impact or responsibility for the City of Fort Collins.

SUBJECT

Poudre Valley Health System ("PVHS") developed a comprehensive prevention program called Reduce Intoxicated Driving ("RID") to minimize the number of individuals who drive while intoxicated. RID collaborates with local government, businesses, law enforcement, health care providers, Colorado State University, Poudre School District and other community sectors to reduce the number of individuals who drive intoxicated. The program uses many strategies to decrease the number of people who drive intoxicated such as public education and dissemination of information about hazards of driving while intoxicated to youth in the community. A listing of strategies and the program budget are attached.

The State of Colorado and the Alcohol and Drug Division of the Colorado Department of Human Services require that the grant funds be dispersed to a "local public procurement unit." A "local public procurement unit" means any county, city, municipality, or other public subdivision of the state, any public agency of any such political subdivision, any public authority, any education, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services and construction.

PVHS requested that the City serve as the local public procurement unit and a pass-through recipient of the grant proceeds. This Ordinance will allow the City to disburse the grant funds to PVHS (via the Hospital Foundation) upon completion of any grant-related documents and a subgrant agreement between the City and PVHS.

ORDINANCE NO. 168, 2005
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE
IN THE GENERAL FUND FOR THE POUDBRE VALLEY HEALTH SYSTEM
"REDUCE INTOXICATED DRIVING" PROGRAM

WHEREAS, Poudre Valley Health System ("PVHS") has applied for and been awarded a grant from the State of Colorado Department of Human Services, Alcohol and Drug Abuse Division in the amount of \$15,100; and

WHEREAS, PVHS developed a comprehensive prevention program called Reduce Intoxicated Driving ("RID") which seeks to minimize the frequency of individuals driving while intoxicated; and

WHEREAS, RID collaborates with local government, businesses, law enforcement, health care providers, Colorado State University, Poudre School District, and other community sectors to reduce the number of individuals who drive while intoxicated; and

WHEREAS, RID uses a number of strategies to decrease the number of people who drive while intoxicated in the community; and

WHEREAS, under the terms of the grant program, PVHS requested that the City receive the grant funds as a pass-through agent and then pay the grant funds to PVHS for use consistent with grant purposes; and

WHEREAS, upon completion of any grant-related documents and a subgrant agreement between the City and PVHS, the City proposes to pay the above described grant proceeds to PVHS (via the Hospital Foundation) for the RID program; and

WHEREAS, Article V, Section 9, of the Charter of the City of Fort Collins permits the City Council to make supplemental appropriations by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriations, in combination with all previous appropriations for that fiscal year, does not exceed the current estimate of actual and anticipated revenues to be received during the fiscal year; and

WHEREAS, City staff has determined that the appropriation of the grant funds from the State of Colorado Department of Human Services, Alcohol and Drug Abuse Division to PVHS for the RID program, as described herein, will not cause the total amount appropriated in the relevant funds to exceed the current estimate of actual and anticipated revenues to be received in that fund during any fiscal year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that there is hereby appropriated from unanticipated grant revenue in the General Fund the sum of FIFTEEN THOUSAND ONE HUNDRED DOLLARS (\$15,100) for expenditure in the

General Fund for the Poudre Valley Health System "Reduce Intoxicated Driving" program, pursuant to related grant and subgrant agreements.

Introduced and considered favorably on first reading and ordered published this 29th day of November, A.D. 2005, and to be presented for final passage on the 20th day of December, A.D. 2005.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 20th day of December, A.D. 2005.

Mayor

ATTEST:

City Clerk

Name of Organization: City of Fort Collins

Address: PO Box 580
Fort Collins, CO 80522

Phone Number: (970) 221-6525

Fax Number: (970) 224-6107

Contact Person: Tammy Arnold

Sub Contractor: Poudre Valley Hospital Foundation

Contact Person: Ruth Lytle-Barnaby, Director, Poudre Valley Hospital Foundation

Address: 1029 Luke St.
Fort Collins, CO 80524

Phone: 970-495-6718

Fax: 970-495-6753

Total Request: \$15,100

Purpose and amount of grant request

In order to decrease the number of fatalities, injuries, and DUI offenses that have resulted from intoxicated driving in Larimer County, Poudre Valley Health System has developed a comprehensive prevention program called ROAD (Choose the Right Road). This program works in collaboration with local businesses, law enforcement, health care providers, Colorado State University, Larimer County School Districts, and other community sectors to reduce the number of individuals who drive while impaired.

The ROAD program includes a number of strategies that decreases the amount of people who drive while intoxicated in the community. One strategy consists of collaborating with community members by serving on community coalitions and program committees. This approach allows community organizations to come together to discuss issues around impaired driving and develop and implement programs and activities to reduce the prevalence of impaired driving in our county.

Substantiation of need

National

Impaired driving is a social problem that costs America thousands of lives each year. The National Highway Traffic Safety Administration (NHTSA) reports that in 2003 there were 17,013 alcohol-related traffic crash fatalities (BAC of 0.01 or above). These deaths make up 40% of the total traffic fatalities for the year. In addition, approximately 86% of those killed in alcohol-related crashes had consumed alcohol or were riding in a vehicle driven by a person who had consumed alcohol (NHTSA, 2005).

State and County

The number of alcohol related traffic crash fatalities, injuries, and arrests in the state of Colorado reflect the national statistics. In the state of Colorado, there were 632 motor vehicle traffic crash fatalities in 2003. Of these crashes 39%, or 246, involved alcohol (NHTSA, 2005). In addition, the Colorado State Patrol issued 8,600 DUI citations during 2003, a 4.9% increase from 2002 (CSP, 2005). In 2004, the Colorado Department of Transportation reports that 260 DUI arrests were made during the "Heat is On!" holiday DUI enforcement periods in Larimer County, an average of 37 arrests per major holiday (2005).

Colorado Youth Survey

Substance abuse is a continued problem among youth in Fort Collins. In 2003, the Colorado Youth Survey was administered to Poudre School District students in 8th through 12th grade to measure

substance use. The results found that during the 30 days before the survey was administered, 22% of 8th graders and 55% of 12th graders consumed alcohol.

These results indicate that alcohol use decreased among 8th and 12th graders between 2001 and 2003, however with alcohol use there is an increased probability that individuals will drive while intoxicated. Thirteen percent of 12th grade students surveyed reported that they had driven a car while under the influence, and 25% reported to riding with a driver who has been drinking one or more times in the last 12 months.

Similar results were found in 2004 among Park R-3 School District students when the Colorado Youth Survey was administered for the first time in this school district. The survey data revealed that within the past 30 days before the survey was administered, 25% of 8th graders and 54% of 12th graders reported they had consumed alcohol.

Goals, Objectives, method of evaluation and activities for the ROAD program

Goal 1: Through education and prevention activities, reduce the prevalence of impaired driving and riding with an impaired driver in Larimer County.

Objective 1.1: By June 30, 2006, increase the knowledge of safe alternatives and responsible choices involving the use of alcohol in 2,000 youth ages 14-18 in Poudre School District, Thompson School District, and Park (Estes Park) R-3 School District.

| Activities | When | Who |
|--|---|---|
| <p>Develop and introduce anti-DUI prevention activities to youth ages 14-18 in Poudre School District, Thompson School District, and Park (Estes Park) R-3 School District.</p> <p>Steps:</p> <ol style="list-style-type: none"> 1) Work in collaboration with peer counseling groups in Larimer County school districts to encourage healthy choices among youth such as: <ul style="list-style-type: none"> • Prom and Homecoming Pledge Campaigns 2) Disseminate educational materials that emphasize the importance of responsible behavior during Choose the Right Road Workshops and other program activities such as: <ul style="list-style-type: none"> • Drive Safe, Drive Sober Cards • Alcohol Poisoning Cards • Effective Intervention Tools • DUI and Alcohol Awareness Information • MADD Curriculum | <p>Ongoing</p> | <p>Coordinator Peer Counselors Peer Ambassadors School Counselors Conahan's Driving School</p> |
| <p>Plan and introduce 3D Month activities into Poudre School District, Thompson School District, and Park (Estes Park) R-3 School District such as:</p> <ul style="list-style-type: none"> • "Promise Star" Campaigns | <p>December 2005 – January 2005</p> | <p>Coordinator Peer Counselors Peer Ambassadors School Counselors Berthoud Community Coalition for Youth</p> |
| <p>Develop and implement a social norms campaign</p> <ol style="list-style-type: none"> 1) Work in collaboration with Thompson School District and the Berthoud Community Coalition for Youth to implement a social norms campaign <ul style="list-style-type: none"> • Identify Survey Instrument • Administer Survey • Analyze and Review Data • Determine Target Issue • Develop Marketing Plan • Evaluate and Review Results of Campaign | | <p>Coordinator Berthoud Community Coalition for Youth Thompson School District TEAM Fort Collins Colorado State University's Research and Development</p> |
| <p>Attend and organize meetings that emphasize the reduction of alcohol use and intoxicated driving among youth ages 14-18.</p> <ol style="list-style-type: none"> 1) Choose the Right Road Coalition 2) Social Norms Committee 3) Splash Dance Committee 4) Programming Committee 5) Berthoud Community Coalition for Youth | <p>Ongoing</p> | <p>Coordinator Law Enforcement DAs Office Parents Team Fort Collins Berthoud Community Coalition for Youth Poudre School District Colorado State University</p> |

Educational Materials

- **Alcohol Poisoning Cards**
The Alcohol Poisoning Cards are designed to inform students about the signs and symptoms of alcohol poisoning and how to help someone who is suffering from alcohol poisoning.
- **Drive Safe, Drive Sober Cards**
These cards include messages encouraging teens to celebrate alcohol and drug free, to always wear a safety belt, and to never ride with an impaired driver.
- **Effective Intervention Tools**
The Effective Intervention Tools are designed to give youth the skills to communicate effectively with their peers about intoxicated driving and the misuse of alcohol.
- **Alcohol Educational Materials**
The alcohol educational materials are designed to give youth information regarding the effects of alcohol on the developing brain, DUI and DWAI information, costs involved with a DUI and DWAI for youth and adults, and videos to help youth recognize the dangers of drinking and driving or riding with and impaired driver.
- **MADD Curriculum**
The MADD Backstage Pass Class Pack is designed to provide high school students an opportunity to preview real life issues they face everyday in a video format allowing them to look deeper into important issues that many of them struggle with from time to time. The students are challenged to look at the choices they make and discuss them in a classroom setting with the help of questions, comments, stats, and facts provided by a facilitator.

National Drunk and Drugged Driving Prevention Month (3D Month)

3D Month is part of a comprehensive and broad based strategy, which was developed by the National Highway Traffic Safety Administration (NHTSA) in 1995 to reduce impaired driving nationwide. The goal of the program is to reduce alcohol related traffic fatalities in America to no more than 11,000 by the year 2005.

- **“Promise Star”**
Individuals under the age of 21 are asked to sign a star pledging not to ride with an impaired driver or consume alcohol throughout the year. The stars will be hung throughout Larimer County schools for the months of December and January encouraging students, faculty, and parents to be safe and responsible during the holidays.

Community Collaboration

The national organization, Join Together, believes that community organizations must come together in order to defeat the problem of substance abuse. This is why ROAD will facilitate 2 or more Choose the Right Road Coalition meetings where community organizations discuss issues involving impaired driving and persistent drunk driving. In addition to this, ROAD will attend meetings throughout the year in order to assist and support efforts that decrease intoxicated driving.

Objective 1.2: By June 30, 2006, provide information on safe alternatives and responsible choices involving the use of alcohol to Colorado State University students, Front Range Community College students, and other community members between the ages of 18-20.

| Activities: | When | Who |
|--|---------|-------------------------------------|
| Develop and introduce anti-DUI prevention activities to college students ages 18-20 at Colorado State University and Front Range Community College Steps: | Ongoing | Coordinator CSU ASCSU FRCC |

| | | |
|--|--|---|
| <p>1) Work in collaboration with CSU to implement programs and activities such as:</p> <ul style="list-style-type: none"> • Social Norms Campaigns • Alternative forms of transportation <p>2) Disseminate educational materials that emphasize the importance of responsible behavior such as:</p> <ul style="list-style-type: none"> • SMARTRIDE fliers | | <p>TEAM Fort Collins Local Businesses</p> |
|--|--|---|

Safe Alternatives Activities

Poudre Valley Health System recognizes that a key component to reducing intoxicated driving among young adults is to collaborate with the whole community. This task force will join with community organizations such as Fort Collins Police Department, Colorado State Patrol, Greek Life, The Downtown Business Association, Colorado State University Police Department, Poudre Valley School District, Thompson Valley School District, local businesses, and other sectors in the community.

- **Social Norms Campaign**
Choose the Right Road will work in collaboration with CSU to continue implementing social norms messaging in order to increase the perception of responsible behavior.
- **Alternative Transportation Programs**
Alternative transportation programs are becoming common among college communities nationwide to help combat the tragedies associated with drunk driving. These programs encourage individuals to make educated and responsible decisions regarding their actions before and after drinking alcohol. ROAD will be involved in promoting such programs as Ram Ride, SMARTRIDE, and other safe forms of transportation.

APPLICANT/CONTRACTOR: City of Ft. Collins/Poudre Valley Hospital Foundation Contract #: _____

PROJECT/PROGRAM TITLE: Choose the Right Road (ROAD) TIME PERIOD: July 1, 2005 thru June 30, 2006

| CATEGORY AND LINE-ITEM | ANNUAL FULL-TIME SALARY | TIME ON PROJECT | | PROJECT COST FOR PERIOD Other Sources | | | |
|--|-------------------------|-----------------|------------|--|-----------------|----------------------|------------------------------------|
| | | No. of Mos. | Hrs./ Week | Total Budget | ADAD Funds | Other Sources-Cash 1 | Other Sources: Non-Cash/ In-kind 2 |
| A. PERSONNEL – Position Titles | | | | | | | |
| 1. Choose the Right Road Coordinator | \$16/hour | 12 | 15 | \$12,480 | \$12,480 | | |
| Subtotal Personnel | | | | | | | |
| Fringes @ % | | | | | | | |
| TOTAL PERSONNEL | | | | \$12,480 | \$12,480 | | |
| B. CONSULTANTS | | | | | | | |
| 1. | | | | | | | |
| TOTAL CONSULTANTS | | | | | | | |
| C. OPERATING EXPENSE | | | | | | | |
| 1. Educational Materials | | | | \$2000 | \$1000 | \$1,000 | |
| 2. Colorado Kit | | | | \$100 | \$100 | | |
| 3. Printing | | | | \$1,200 | | | \$1,200 |
| 4. Promotional Supplies and Advertisements | | | | \$3,000 | \$1,520 | \$1,480 | |
| 5. Office Supplies, Cleaning, Occupancy | | | | \$2,592 | | | \$2,592 |
| 6. Postage | | | | \$400 | | \$200 | \$200 |
| 7. Food and Beverage Supplies | | | | \$400 | | \$400 | |
| 8. Incentive Items | | | | \$800 | | \$600 | \$200 |
| 9. Continuing Education | | | | \$1,200 | | \$1200 | |
| TOTAL OPERATING EXPENSE | | | | \$11,692 | \$2,620 | \$4,880 | \$4,192 |
| D. CAPITAL OUTLAY | | | | | | | |
| 1. Equipment/Films Over \$1,000/each | | | | | | | |
| 2. Other | | | | | | | |
| TOTAL CAPITAL OUTLAY | | | | | | | |

| | | | | |
|-----------------------|----------|----------|---------|---------|
| E. TOTAL PROGRAM COST | \$24,172 | \$15,100 | \$4,880 | \$4,192 |
| F. PERCENTAGES | 100% | | | |

BUDGET PERCENTAGES BY PREVENTION STRATEGY

Information _____% Education 100% Alternatives _____% Environment _____%
 Community Based Process _____% Problem I.D. and Referral _____%

1. Source name and amount must be identified in budget narrative
 2. Source name and amount must be identified in budget narrative
- Supplies on hand

Budget Narrative

A. Personnel and Consultants

Request Funds: \$12,480

Other Funds: \$0

Contracted Services with Poudre Valley Health System: Request Funds \$15,100

Contracted hours with Poudre Valley Health System, Inc. (Poudre Valley Hospital) for the Project Director for the Choose the Right Road Program. The coordinator will work 15 hours per week, for 12 months, at \$16 per hour (total wage: \$12,480). These hours will cover the development and implementation of prevention programs into Larimer County and collaboration with community coalitions on issues involving DUI prevention for youth.

B. Operating Expense

1. Educational Materials:

Requested Funds: \$1,000

Other Funds: \$1,000

Educational materials include substance abuse prevention school based curriculum and videos that display an anti-DUI message. Other materials may include educational brochures, fliers, posters, and social norms campaign.

2. Colorado Kit:

Requested Funds: \$100

Other Funds: \$0

Funds are needed to implement the Colorado Kit evaluation program to monitor the progress of ROAD programs and activities.

3 Printing:

Requested Funds: \$0

Other Funds: \$1,200

Printing will be donated to ROAD in the form of In-Kind donations from Poudre Valley Health System. Printing includes any photocopies or printouts that are produced through Poudre Valley Hospital Foundation and throughout the hospital.

4 Promotional Supplies and Advertisements:

Requested Funds: \$1,520

Other Funds: \$1,480

Funds are needed for the printing costs of brochures, fliers, and posters for ROAD program activities and social norms campaigns. These marketing materials will be distributed throughout the community and will promote responsible and safe behavior. Some events that will be promoted in Larimer County are SMARTRIDE, 3D Month campaigns, and other anti-DUI campaigns. Funds are also needed to run anti-DUI messages in newspapers, radio, and TV.

5 Office Supplies, Cleaning, and Occupancy:

Requested Funds: \$0

Other Funds: \$2,592

Office supplies, cleaning, and occupancy will be donated to ROAD from Poudre Valley Health System in the form of an In-Kind donation. These funds are 20% of the project director's salary. This In-Kind donation includes the use of space, telephone, fax, desk, computer, general office supplies, and cleaning.

6 Postage:

Requested Funds: \$0 ***Other Funds: \$400***

The postage will be used for shipping of educational materials. These funds will also be used for the mailing of 2,000 newsletters. \$200 will come from Poudre Valley Health System and the rest of the funds will come from other sources.

7 Food and Beverage Supplies:

Requested Funds: \$0 ***Other Funds: \$400***

Food and beverages will be provided at ROAD Advisory meetings.

8 Incentive Items:

Requested Funds: \$0 ***Other Funds: \$800***

Incentive items will be given to volunteers in the form of gift certificates. These items will also be used to encourage SMARTRIDE participants to implement the program. Gift certificates will also be distributed to teenagers who participate in the "Safe and Sober" pre-prom and homecoming anti-DUI activities.

In order to raise an additional \$5,000, Poudre Valley Health System is requesting funds from Rock Bottom Foundation, Front Range Center for Brain and Spine Surgery, Rio Grande Mexican Restaurant, and New Belgium Brewing Co.


9 Continuing Education:

Requested Funds: \$0 ***Other Funds: \$1,200***

ROAD and PVH believe it is important for the coordinator to participate in seminars, conferences, and trainings that will enhance her ability to act as a catalyst for community wide communication, coordination, education, and collaboration. This will include trainings and conferences that focus on prevention education and community mobilization. Overnight stays may be necessary due to the location of these events. Travel is calculated at \$.34 per mile and overnight lodging is estimated at \$85 per night. The funds that we are requesting will specifically cover costs of tuition, registration fees, and travel.

SUPPLEMENTAL CLAUSES FOR SERVICES

1. Vendor shall obtain, and maintain at his own expense and at all times during the term of this Purchase Order, and any extension thereof, the following insurance:
 - A. Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
 - B. General Personal Injury, Automobile Liability, including bodily injury, personal injury and property damage, with the following minimum coverage:
 1. Occurrence based policy: combined single limit of \$1,000,000 or Claims-Made policy: combined single limit of \$1,000,000 plus an endorsement that extends coverage two years beyond the policy expiration date.
 2. Annual Aggregate limit policy: Not less than \$1,000,000 plus agreement that vendor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$600,000
 - C. When required by the State, Professional Liability.
 - D. The State of Colorado shall be named as an additional insured on all liability policies, except for Professional Liability.
 - E. The insurance shall include provisions preventing cancellation without 45 calendar days prior written notice to the State by certified mail. In the event of cancellation of such coverage, vendor shall immediately notify the State of cancellation.
 - F. Vendor shall provide certificates of adequate insurance coverage to the State within 7 working days of receipt of award and PRIOR to beginning work, unless otherwise provided.
 - G. Vendor shall provide such other insurance as may be required by law, or in a specific solicitation.
2. Vendor certifies that it has currently in effect all necessary licenses, approvals, insurance, etc., required by law and this Department to provide the services covered by this purchase order.
3. The Vendor shall maintain a complete file of all records and any other materials which pertain to the delivery of services hereunder for a period of three (3) years after the termination date hereof or until resolution of any pending audit, and shall permit access thereto, at no cost to the State. All materials which are established by the Vendor which relate to the performance of services hereunder shall be the property of the State.
4. Vendor shall protect the confidentiality of all applicant/recipient records and other materials maintained pursuant to this Purchase Order. No such information shall be released except for program administration purposes or with the subject individual's prior written consent.
5. Vendor shall permit the monitoring, by duly authorized public employees or their agents, of all activities conducted by the Vendor hereunder. Such monitoring may consist of internal evaluation procedures, examination of data, formal audit, on-site checking, or any other reasonable procedure.
6. Vendor shall fully disclose to the State any relationship(s) it has with a third party where such relationship is in opposition or conflict to its relationship with the State under this Purchase Order.
7. This Purchase Order provides for the acquisition of services from the Vendor. The duties and obligations of the Vendor arising hereunder cannot be assigned, delegated nor subcontracted without the express prior written consent of the State.
8. The Vendor shall be responsible for the results of the work to be undertaken. The Vendor is not subject to the State's control as to the means and methods of accomplishing the work. The Vendor shall select its clients and is free to work for one or more during any given interval. Except as otherwise set forth herein, the Vendor shall provide the tools materials and office space needed to perform the work. The Vendor shall perform specific services hereunder for a fixed price and shall not receive regular payments at stated intervals. If the Vendor is a past employee of the State of Colorado, the Vendor shall forthwith provide the State with a written statement of explanation of such employment, including the last date of employment.
9. Neither the Vendor, nor its employees or agents, are entitled to worker's compensation benefits from the State a result of the work to be performed hereunder. The Vendor is obligated to pay federal and state income tax on any moneys earned pursuant to this Purchase Order.
10. The Vendor represents and warrants to the State that it and its employees and agents have the requisite training, skill, experience, and qualifications to provide the services contemplated by this Purchase Order.
11. This Purchase Order contains the entire agreement of the parties.

| | | |
|--|---|---|
| DEPARTMENT OF HUMAN SERVICES NORTH/CENTRAL PROCUREMENT 7866 WEST MANSFIELD PARKWAY DENVER, CO 80235 Buyer: KATHY O'CONNOR Phone Number: 303-987-4604 Agency Contact: RALPH DURAN Phone Number: 303 866 7481 | DATE: 07-01-05 IMPORTANT The PO # and Line # must appear on all invoices, packing slips, cartons and correspondence ACC: 06-30-05 |  <p style="text-align: center;">PURCHASE ORDER STATE OF COLORADO</p> P.O. # OE IHM NC060000015 Page# 01 State Award # |
|--|---|---|

FEIN 846000587 Phone: 970-221-6770
 Vendor Contact: TAMMY ARNOLD
 Purchase Requisition #: RX IHM NC060000027

VENDOR
 CITY OF FORT COLLINS
 PO BOX 580
 FORT COLLINS CO 80522-0580

Bid #
 Invoice in Triplicate
 To: COLO DEPT OF HUMAN SERVICES
 ALCOHOL & DRUG ABUSE DIVISION
 4055 S. LOWELL BLVD.
 DENVER, CO 80236-3120
 Payment will be made by this agency

- INSTRUCTIONS TO VENDOR:**
1. If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made.)
 2. All chemicals, equipment and materials must conform to the standards required by OSHA.
 3. NOTE: Additional terms and conditions on reverse side.

Ship To: COLO DEPT OF HUMAN SERVICES
 ALCOHOL & DRUG ABUSE DIVISION
 4055 S. LOWELL BLVD.
 DENVER, CO 80236-3120
 Delivery/Installation Date: 06-30-06
 F.O.B. DESTINATION STATE PAYS NO FREIGHT

SPECIAL INSTRUCTIONS:
 GOODS ARE NOT TO BE DELIVERED, OR SERVICES PERFORMED
 PRIOR TO 07/01/05

| LINE ITEM | COMMODITY/ITEM CODE | UNIT OF MEASUREMENT | QUANTITY | UNIT COST | TOTAL ITEM COST |
|---|---------------------|---------------------|----------|-----------|-----------------|
| 001 | 94812000000 | | | | \$15,100.00 |
| PERSISTANT DRUNK DRIVER PREVENTION PROGRAM. ATTACHED STATEMENT OF WORK, BUDGET AND SUPPLEMENTAL CLAUSES ARE MADE A PART OF THIS PURCHASE ORDER. PERIOD OF PERFORMANCE FROM JULY 1, 2005 THROUGH JUNE 30, 2006. NO INCREASE IN TIME OR DOLLARS WITHOUT PRIOR WRITTEN APPROVAL FROM THE PROCUREMENT OFFICE. | | | | | |

DOCUMENT TOTAL = \$15,100.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS

DPFO SA

FOR THE STATE OF COLORADO
CV for: Stephen P... [Signature]
 Authorized Signature

PURCHASE ORDER TERMS AND CONDITIONS

1. Offer/Acceptance. If this purchase order refers to your bid or proposal, then this purchase order is an acceptance of your offer to sell in accordance with the terms and conditions of the BRPSP, as stated in your bid. If no bid or proposal is referenced, the purchase order is an offer to buy, subject to your acceptance, which must be demonstrated by other proof of performance of the purchase order or by a formal acknowledgment in writing. Any CONTRACT, Order To Buy, or purchase order is automatically considered as a CANCELLATION of this purchase order unless a change order is issued amending a contract. In the event vendor (or) party of party is involved in, or as its subcontractor in, any bid, proposal, offer, acknowledgment, or otherwise, vendor agrees that in the event of insubordination or non-compliance, the terms and conditions of this purchase order shall supersede and control over any terms and conditions that may be included in the vendor's formal or informal contract with the county in a verbal form(s). (Under the preceding paragraph, the vendor agrees to waive its right to sue or otherwise seek legal redress or other relief in the event of any such insubordination or non-compliance.)

2. Safety Information. All electrical, equipment and materials purchased under this purchase order shall conform to the standards provided by the Virginia-Worker Occupational Safety and Health Act of 1978. (Subject to any federal, state or local safety standards (OSHA) for any regulated electrical, equipment or hazardous materials at the time of delivery.)

3. Changes. The vendor agrees to furnish the products under contract in strict accordance with the specifications, and all the items set forth for each item. Nothing in this purchase order may be added, modified, amended or otherwise altered except by written approval by an authorized representative of the state agency purchasing office and authorized by the vendor. Any change order received or service performed that is not upon the terms contained in the purchase order, including any terms that may be contained in any invoice or other document, shall constitute a voiding of the purchase order.

4. Delivery. Unless otherwise specified in the solicitation or in this order, delivery shall be F.O.B. destination. In the event of any questions, the state agency is relying on the printed delivery date, including any service performance or material and labor in the event of vendor's failure to deliver or perform to and when provided, the state agency reserves the right to cancel its order, in whole or in part, without prejudice to the other terms, and vendor agrees that the state agency shall not be held liable for any delay or non-delivery of the goods or services ordered.

5. Right to Data, Documents, and Computer Software or Other Intellectual Property (Copyright). Unless otherwise agreed in writing, any software, manuals, reports, data, files, photographs, negatives or other documents, drawings or materials delivered by vendor in the performance of this purchase order shall be the exclusive property of the state. The state may copy, publish, display, transfer, prepare derivatives works, distribute, etc. the work.

6. Quality. The state will be the sole judge in determining "quality" with regard to quality, price and performance. All products delivered shall be strictly manufactured out of the manufacturer's current model, unless otherwise specified.

7. Warranties. All products and materials of the Uniform Commercial Code relating to both implied and expressed warranties are hereby rejected and made a part of these Terms and Conditions and are in addition to any warranties included in the specifications.

8. Inspection and Acceptance. Final acceptance is dependent upon completion of all applicable inspection procedures in the contract or during the period of inspection specified in this purchase order. The state reserves the right to inspect, test, evaluate, and use the goods or services before and after the time of acceptance. In the event of any failure to conform with the specifications, the state may (1) reject the goods or services, (2) accept the goods or services at a reduced price, or (3) accept the goods or services at the original price and require the vendor to repair or replace the goods or services. The state may (1) reject the goods or services, (2) accept the goods or services at a reduced price, or (3) accept the goods or services at the original price and require the vendor to repair or replace the goods or services. The state may (1) reject the goods or services, (2) accept the goods or services at a reduced price, or (3) accept the goods or services at the original price and require the vendor to repair or replace the goods or services.

9. Cash Discount. The cash discount period will start from date of receipt of acceptable invoice, or from date of receipt of acceptable pre-delivery invoice of the specified destination by an authorized agency representative, whichever is later.

10. Taxes. The state agency, as purchaser, is exempt from all federal excise taxes under Chapter 52 of the Internal Revenue Code (26 U.S.C. 5201-5212) and from all state and local excise taxes under 26 U.S.C. 5201-5212(a) and 5201-5212(b), or successor. The state agency purchaser for the specific state agency may be exempt from these taxes in the event of any change order. The state agency purchaser for the specific state agency may be exempt from these taxes in the event of any change order.

11. Prompt Payment. State law and regulations provide that vendors will be paid within forty-five days after receipt of proper invoice and a correct notice of amount due, unless otherwise agreed to by contract or special conditions in the purchase order. A state liability will not accrue until the date of completion of the purchase order, unless otherwise agreed to, interest on the unpaid balance shall be paid together with the forty-five day after the date of receipt of proper invoice and a correct notice of amount due. A liability will not accrue until the date of completion of the purchase order, unless otherwise agreed to, interest on the unpaid balance shall be paid together with the forty-five day after the date of receipt of proper invoice and a correct notice of amount due.

12. Vendor Offer. Pursuant to C.R.S. 24-66-302.4, as amended, the State Comptroller may withhold payment for state until the date of receipt of the purchase order if the vendor does not provide a correct notice of amount due or other document as required by the state. The state agency purchaser for the specific state agency may be exempt from these taxes in the event of any change order.

13. Assignment and Subcontracting. Assignment. The vendor shall not assign rights or delegate duties under this purchase order, or subcontract any part of the performance required under the purchase order, without the written consent of the state, which shall not be unreasonably withheld. This purchase order shall survive in full force and effect in the event of the death, disability, or resignation of any person named herein.

14. Indemnification. In the event any article sold or delivered under this purchase order is covered by any patent, copyright, trademark, or other intellectual property, the vendor will indemnify and hold harmless the state of Colorado from and against all loss, liability, and legal fees incurred by the state as a result of any claim, legal action, or judgment arising out of or from the use of such article in violation, infringement, or the use of rights under such patent, copyright, trademark or other intellectual property.

15. Independent Contractor. The vendor shall perform its duties hereunder as an independent contractor and not as an employee, whether the vendor hires any agent or employee of the vendor or shall be deemed to be an agent or employee of the state. Vendor shall pay when due all required employment taxes and income of the state. Vendor shall pay when due all required employment taxes and income of the state. Vendor shall pay when due all required employment taxes and income of the state.

16. Compensation. All compensation, including agents, salaries, and salaries of any nature, concerning administration of this purchase order, prepared by vendor for the state agency's use, must be furnished only to the Purchasing Agent within the agency purchasing office.

17. Compliance with Laws. Vendor agrees to comply with all applicable federal and state laws, regulations and orders, or executive orders, including those regarding discrimination, unfair labor practices, anti-trust, and labor laws.

18. American with Disabilities Act (ADA) Requirements. If the contract requires the provision of state services to the public, the vendor shall, in addition to any requirements under Title II of the Americans with Disabilities Act, comply with the Title II requirements of the Americans with Disabilities Act regarding the accessibility of the state services and programs, as an explicit requirement. The vendor agrees that all state services and programs, as an explicit requirement, the vendor shall, in addition to any requirements under Title II of the Americans with Disabilities Act, comply with the Title II requirements of the Americans with Disabilities Act regarding the accessibility of the state services and programs, as an explicit requirement.

19. Invention. The vendor shall obtain and maintain all rights during the term of this purchase order, including as specified in the contract or order, and shall provide proof of such ownership.

20. Termination For Default/Change. In the event of any default or change, the Uniform Commercial Code shall govern in the event of insubordination. In the event of any default or change, the Uniform Commercial Code shall govern in the event of insubordination. In the event of any default or change, the Uniform Commercial Code shall govern in the event of insubordination.

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