

AGENDA ITEM SUMMARY

FORT COLLINS CITY COUNCIL

ITEM NUMBER: 19

DATE: August 15, 2006

STAFF: Wendy Williams

SUBJECT

First Reading of Ordinance No. 120, 2006, Appropriating Unanticipated Grant Revenue in the General Fund for the Poudre Valley Health System Choose the Right Road 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 to the City of Fort Collins, pursuant to State of Colorado requirements, and then paid to the Poudre Valley Health System as the program administrator. This grant carries no additional financial impact or responsibility for the City of Fort Collins.

EXECUTIVE SUMMARY

Poudre Valley Health System ("PVHS") developed a comprehensive prevention program called "Choose the Right Road" to minimize the number of individuals who drive while intoxicated. Choose the Right Road 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.

ATTACHMENTS

1. Listing of Strategies
2. Program Budget

ATTACHMENT 1

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, 2007, increase the knowledge of safe alternatives and responsible choices involving the use of alcohol in 2,000 students 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 	<p>Ongoing</p>	<p>Coordinator Peer Counselors Peer Ambassadors School Counselors Conahan's Driving School The Center</p>
<p>Plan 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 2006 - January 2007</p>	<p>Coordinator Peer Counselors Peer Ambassadors School Counselors Berthoud Community Coalition for Youth</p>
<p>Assist with development and implementation of a social norms campaign</p> <ol style="list-style-type: none"> 1) Work in collaboration with TEAM Ft. Collins and Berthoud Community Coalition for Youth to develop/implement a social norms campaign <ul style="list-style-type: none"> • Develop and Implement Marketing Plan • Evaluate and Review Results of Campaign 2) Work in collaboration with Estes Park School District and Restorative Justice to determine needs of the community to support an approach to alcohol prevention. <ul style="list-style-type: none"> • Identify Survey Instrument • Administer Survey • Analyze and Review Data • Determine Target Issue 	<p>Ongoing</p>	<p>Coordinator Berthoud Community Coalition for Youth Thompson School District TEAM Fort Collins Colorado State University's Research and Development Estes Park School District Estes Park Restorative Justice</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) Teen Driver Safety Coalition 2) Social Norms Committee 3) Splash Dance Committee 4) DUI Task Force 5) Berthoud Community Coalition for Youth 6) Estes Park PaCK 	<p>Ongoing</p>	<p>Coordinator Law Enforcement DAs Office Parents Team Fort Collins Berthoud Community Coalition for Youth Poudre School District</p>

	Colorado State University
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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.
- **Parent Postcards**
Parent postcards are designed to inform parents about the penalties for serving alcohol to minors. It serves as a reminder to parents at graduation time that it is against the law to serve alcohol to minors even at home.
- **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.

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. More drunk driving fatalities occur during the months of December and January than any other month of the year.

- **“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 join the Teen Driver Safety Coalition meetings where community organizations discuss teen driver safety issues including 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, 2007, increase knowledge on safe alternatives and responsible choices involving the use of alcohol in 2,000 of Colorado State University and Front Range Community College students ages 18-20 who are exposed to ROAD program activities.

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: 1) Work in collaboration with CSU to implement programs	Ongoing	Coordinator CSU ASCSU FRCC TEAM Fort Collins

<p>and activities such as:</p> <ul style="list-style-type: none"> • Social Norms Campaigns • Alternative forms of transportation • (TIPS) Training Intervention Procedures <p>2) Disseminate educational materials that emphasize the importance of responsible behavior such as:</p> <ul style="list-style-type: none"> • SMARTRIDE fliers 		<p>Local Businesses</p>
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Poudre Valley Health System recognizes that a key component to reducing intoxicated driving among young adults is to collaborate with the whole community. Choose the Right Road force will join with community organizations such as Larimer County Sheriff, 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.

ATTACHMENT 2

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

PROJECT/PROGRAM TITLE: Choose the Right Road (ROAD) TIME PERIOD: July 1, 2006 thru June 30, 2007

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. Printing				\$1,200			\$1,200
3. Promotional Supplies and Advertisements				\$3,000	\$1,520	\$1,480	
4. Office Supplies, Cleaning, Occupancy				\$2,592			\$2,592
5. Postage				\$400		\$200	\$200
6. Food and Beverage Supplies				\$400		\$400	
7. Incentive Items				\$800		\$600	\$200
8. Continuing Education				\$1,200		\$1,200	
TOTAL OPERATING EXPENSE				\$11,592	\$2,620	\$4,880	\$4,192
D. CAPITAL OUTLAY							
1. Equipment/Films Over \$1,000/each							
2. Other : CO Kit					\$100		
TOTAL CAPITAL OUTLAY							

E. TOTAL PROGRAM COST	\$24,072	\$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

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 director will work 15 hours per week, for 12 months, at \$16 per hour (total wage: \$12,960). 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 survey costs, educational brochures, fliers, and posters.

2. 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.

3. Promotional Supplies and Advertisements

Requested Funds: \$1,520 ***Other Funds: \$1,480***

Funds are needed for the development of brochures, fliers, and posters. These marketing materials will be distributed throughout the community and will promote responsible and safe behavior. Activities that will be promoted in Larimer County are SMARTRIDE, 3D Month campaigns, and other anti-DUI including social norms campaigns. Funds are also needed to run anti-DUI messages in newspapers, radio, and TV. Other promotional items will be provided to support the Berthoud Community Coalition for Youth Social Norms campaign.

4. 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.

5. 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 newsletters and parent postcards. \$200 will come from Poudre Valley Health System and the rest of the funds will come from other sources.

6. Food and Beverage Supplies***Requested Funds: \$0*** ***Other Funds: \$400***

Food and beverages will be provided at ROAD sponsored meetings.

7. 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.

8. 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 \$.45 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, TIPS certification and travel.

Other: Evaluation CO KIT***Requested Funds: \$100*** ***Other Funds: \$0***

Colorado KIT (Knowledge-based Information Technology) is a web-based reporting and evaluation system that PDD grantees use to enter and report data about their programs, participants and service outcomes. The system offers a common framework for reporting and evaluation of prevention and intervention services. Funds will be used for data management with OMNI. This system will be used to measure progress and outcomes.

Programs and Projects Timeline at a Glance 2006-2007

June:

- Buzzed Driving is Drunk Driving/enforcement

July:

- Promote Smartride at local bars and restaurants (continue throughout the year)
- Post Smartride posters at CSU and FRCC
- Formulate goals for Smartride
- Social Norms conference Denver

August:

- Support New NHTSA Enforcement Campaign
- Write back to school PSA's
- Prepare Labor Day opinion editorial
- Contact DYLA to schedule TIPS training
- Planning for Estes Park projects

September:

- Prepare for Homecoming for PSD, TVSD and CSU
- Meeting with teen driver safety coalition

October:

- Prepare press releases & newsletter message: Buzzed Driving is Drunk Driving
- National Collegiate Alcohol Awareness Week

November:

- November Promote 3D Month and Promise Star
- Schedule CTRR workshop with Drivers Ed and the Center

December:

- National Drunk and Drugged Driving Prevention Month
- Promote enforcement message
- Post Promise Stars in high schools/identify community locations

February:

- Begin anti-DUI campaigns

March:

- St. Patrick's Day: Friends Don't Let Friends Drive Drunk

April:

- Alcohol Awareness Month
- Alcohol Screening at CSU
- "Drive Safe, Drive Sober" calling cards distributed to students for prom and graduation
- Present anti-DUI campaigns

May:


- Prom and graduation activities, distribute calling cards ect.
- Mail parent postcards and submit letters to the editor/OP ED

June:

- Promote Smartride recruit new establishments

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 of the work site, acting within the course and scope of their employment.
 - B. General Personal Injury, Automobile Liability, and, when required by the State, Professional Liability, including bodily injury, personal injury and property damage, with the following minimum coverage:
 1. Occurrences 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 \$1,000,000
 - C. The State of Colorado shall be named as an additional insured on all liability policies.
 - D. The insurance shall include provisions preventing cancellation without 30 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.
 - E. 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.
 - F. 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 as 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 shall perform its duties hereunder as an independent consultant and not as an employee. Neither the Vendor nor any agent or employee of the Vendor shall be or deemed to be an agent or employee of the State. The Vendor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Vendor, its employees and agents.
11. 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.
12. 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 7512		DATE: 06-27-06 IMPORTANT The PO# and Line # must appear on all invoices, packing slips, cartons and correspondence. ACC: 06-26-06	 PURCHASE ORDER STATE OF COLORADO P.O. # 08 IHM NC070000001 Page# 01 State Award #
FEIN 846000587 Phone: 970-221-6770 Vendor Contact: CHRISTINE MACRINA Purchase Requisition #: RX IHM NC070000003		BID #	
VENDOR CITY OF FORT COLLINS PO BOX 580 FORT COLLINS CO 80522-0580		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 Ship To: COLO DEPT OF HUMAN SERVICES ALCOHOL & DRUG ABUSE DIVISION 4055 S. LOWELL BLVD. DENVER, CO 80236-3120 Delivery/Installation Date: 06-30-07 F.O.B. DESTINATION STATE PAYS NO FREIGHT	
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.			

SPECIAL INSTRUCTIONS:

GOODS ARE NOT TO BE DELIVERED, OR SERVICES PERFORMED PRIOR TO 07/01/06

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	94812000000				\$15,100.00
CITY OF FORT COLLINS PERSIST DRUNK DRIVER THRU EDUCATION. SEE ATTACHED SOW AND BUDGET. 07/01/06-06/30/07. ATTACHED SUPPLEMENTAL CLAUSES ARE MADE A PART OF THIS PURCHASE ORDER. 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
 This PO is effective on the date signed by the authorized individual.

FOR THE STATE OF COLORADO

 Authorized Signature Date 06/27/06

DP-01 (9-02/06)

PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance. If this purchase order refers to your bid or proposal, then this purchase order is an acceptance of your bid or proposal. It is subject to the terms and conditions of the purchase order...

2. Public Information. All documents, equipment and materials purchased under this purchase order shall be the property of the City of Fort Collins...

3. Release. The vendor agrees to release the products under contract to other agencies with the condition that the release of such products shall be subject to the approval of the City of Fort Collins...

4. Delivery. Unless otherwise specified in the solicitation or in this order, delivery shall be F.O.B. destination, in the company of any carrier other than the city agency...

5. Safety in Use, Installation, and Operator Certification or Other Intellectual Property (Trade Secrets). Unless otherwise agreed in writing, any equipment, material, goods, services, data, information, or other documents...

6. Specific. The City will be the sole judge in determining whether and to what extent quality, price and performance are to be determined by the manufacturer's data...

7. Warranties. All products and services of the Uniform Commercial Code relating to both implied and expressed warranties shall be subject to the terms and conditions of this purchase order...

8. Reproduction and Acceptance. Final acceptance is dependent upon completion of all applicable inspection and testing procedures and the receipt of all required documentation...

9. Cash Disbursements. The cash disbursement period will start from date of receipt of acceptable invoice, or from date of receipt of acceptable invoice...

10. Taxes. The city agency or purchaser is exempt from all federal excise taxes under Chapter 41 of the Internal Revenue Code...

11. Payment. Payment shall be made within 30 days of receipt of invoice, unless otherwise specified in writing. Payment shall be made in US dollars...

12. Vendor Ethical. Payment in C.F.R. 24.101-2, as amended, the State Comptroller may withhold payment for funds used in state agencies...

13. Assignment and Nonassignment. Assignment. The vendor shall not assign, sublease or otherwise dispose of this purchase order...

14. Intellectual Property. All documents, equipment and materials purchased under this purchase order shall be the property of the City of Fort Collins...

15. Employment Contractors. THE VENDOR SHALL PERFORM ALL DUTIES HEREUNDER AS AN EMPLOYMENT CONTRACTOR. THE VENDOR SHALL PERFORM ALL DUTIES HEREUNDER AS AN EMPLOYMENT CONTRACTOR AND NOT AS AN EMPLOYER...

16. Compensation. All compensation, including wages, salaries, and other benefits, shall be the responsibility of the vendor...

17. Compliance with Laws. Vendor agrees to comply with all applicable federal and state laws, regulations and orders...

18. Compliance with Executive Order 12812. If the solicitation authorizes the purchase of goods or services, the vendor shall, in addition to any other applicable laws...

19. Insurance. The vendor shall obtain and maintain all types of insurance that are required by the purchase order...

20. Transferability of the Contract. This purchase order shall not be assigned, sublet, or otherwise transferred in whole or in part...

21. In the event of a change in the vendor's ownership, the vendor shall notify the City of Fort Collins...

22. In the event of a change in the vendor's ownership, the vendor shall notify the City of Fort Collins...

23. In the event of a change in the vendor's ownership, the vendor shall notify the City of Fort Collins...

24. Transfer of the Contract. This purchase order shall not be assigned, sublet, or otherwise transferred in whole or in part...

25. Compliance with the Contract. The vendor shall comply with all terms and conditions of this purchase order...

26. Disposition of the Contract. This purchase order shall not be assigned, sublet, or otherwise transferred in whole or in part...

27. Purchase Order Approval. This purchase order shall not be deemed valid unless it is accepted by the Purchasing Agent...

28. Final Acceptance. Final Acceptance. Payment obligations of the State of Colorado shall not be discharged until the vendor has received final acceptance...

29. Status of Law. This purchase order is made in the State of Colorado. The laws of the State of Colorado shall govern in connection with the formation, performance and the interpretation of this purchase order...

30. Uniform Commercial Code. All references in this purchase order to the Uniform Commercial Code shall mean the Uniform Commercial Code as adopted by the State of Colorado...

31. Non-assignment. The vendor agrees to comply with the letter and spirit of all applicable state and federal laws regarding discrimination and other employment practices.

ORDINANCE NO.120, 2006
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING UNANTICIPATED GRANT REVENUE
IN THE GENERAL FUND FOR THE POUDBRE VALLEY HEALTH SYSTEM
CHOOSE THE RIGHT ROAD 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 "Choose The Right Road" (the "Program") which seeks to minimize the frequency of individuals driving while intoxicated; and

WHEREAS, the Program calls for collaboration among local governments, businesses, law enforcement agencies, health care providers, Colorado State University, Poudre School District, and other sectors of the community to reduce the number of individuals who drive while intoxicated; and

WHEREAS, the Program 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 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 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 "Choose The Right Road" program, pursuant to related grant and subgrant agreements.

Introduced, considered favorably on first reading, and ordered published this 15th day of August, A.D. 2006, and to be presented for final passage on the 5th day of September, A.D. 2006.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading on the 5th day of September, A.D. 2006.

Mayor

ATTEST:

City Clerk