

RESOLUTION NO. 1758

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING THE LAW ENFORCEMENT ASSISTANCE FUND
(LEAF) CONTRACT #07 HTS 0055: 2007 LEAF CONTRACT- 07
LEAF.LF29**

WHEREAS, the City of Golden, on behalf of the Golden Police Department has submitted an application to the Colorado Department of Transportation, Office of Transportation Safety for funding a LEAF Project for the enforcement of laws pertaining to the enforcement of impaired driving, including driving under the influence of alcohol or other drugs, pursuant to 43-4-401 through 404, CRS and to LEAF Rules at 2CCR 602.1; and

WHEREAS, the State has approved an application and has prepared a LEAF Contract which provides \$18,625; and


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

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

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO;


The Golden City Council hereby approves the term, conditions and obligations of the LEAF Contract and hereby authorizes the appropriate authority to sign the LEAF contract on behalf of the City of Golden.

Adopted this 8th day of March, 2007.



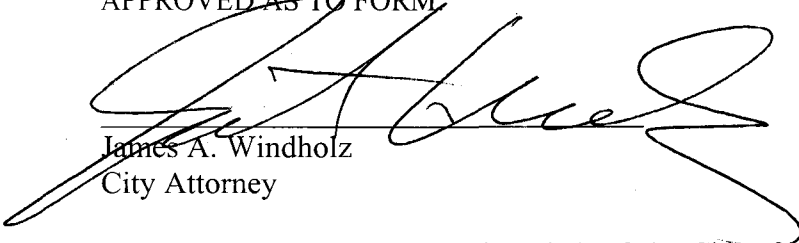
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk


APPROVED AS TO FORM:


James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 8th day of March, A.D., 2007.

(SEAL)

ATTEST:


Susan M. Brooks, City Clerk of the City of
Golden, Colorado

DEPARTMENT OR AGENCY NUMBER: HAA

CONTRACT ROUTING NUMBER: 07 HTS 00055
SAP# 271000523Inter-Governmental Contract

THIS GRANT CONTRACT, made this 17th day of May, 2007 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 Golden, Golden Police Department**, 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 403, Appropriation Code 307, Orgn 9813, GBL Number LF-29, Function 8001, WBS Element 07-LEAF.LF29, FEIN Number 84-6000591; 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 grant funding for implementation of its Fiscal Year 2003-2005 Integrated Safety Plan (ISP), from the U.S. Department of Transportation, National Highway Traffic Safety Administration and Federal Highway Administration; and

WHEREAS, the ISP contains programs and activities which the State has determined, in accordance with applicable criteria, are designed to reduce the frequency and severity of traffic crashes or improve the operational efficiency of existing traffic safety programs in Colorado; and

WHEREAS, the State solicits and reviews grant Applications in accordance with applicable grant program criteria and determines which agencies or entities would be most appropriate in completing the objectives, conducting the activities and providing the services required by the ISP; and

WHEREAS, the Contractor has submitted a grant Application to conduct certain activities approved in the ISP, which Application has been approved by the State; and

WHEREAS, the Contractor, a political subdivision of the State, has the technical ability to properly complete the objectives and activities of the Application, as described in Attachment B 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 (Corporation: Section 7-22-101, C.R.S., as amended, together with a copy of the bylaws or articles of incorporation verifying the undersigned has authority to bind the Contractor, and an attestation of the Contractor's signature by the Corporate Secretary; Partnership: the signature of the general partner, attested to by another partner; Individual: the notarized signature of the Contractor); and

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

NOW THEREFORE, it is hereby agreed as follows:

1. The following Attachments and other documents are incorporated as terms and conditions of this Contract.

- A. Attachment A – Federal Regulations
- B. Attachment B- Contract Objectives Plans and Evaluation

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 hereto, the priority to be used to resolve such conflict shall be as follows:

- A. State "Special Provisions"
- B. This Contract proper
- C. Attachment B- Contract Objectives and Evaluation

3. The Contractor shall perform the Work (carry out the program, conduct all the activities, and provide the services) described in the Contract Objectives and Evaluation attached hereto as Attachment B.

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 in page 1 of Attachment B.

6. The Contractor shall comply with the budget for this contract as set forth in page 1 of Attachment B. The Contractor shall be solely responsible for all costs incurred in excess of this budget amount.

7. The total estimated program costs shall be \$ 18,625. 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	\$ 18,625
B. Contractor share	\$ 0
(estimated in-kind services as detailed in application)	
C. Total estimated program costs	\$ 18,625

The State share shall be comprised entirely of federal grant funds made available to the State. The State share amount of this Contract shall not be exceeded without benefit of a fully executed written supplemental contract, or other appropriate contract modification tool, executed prior to the incurrence of costs in excess of that amount. If the actual total program costs are less than the estimated total program costs, including 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 not increase the State share.

The Contractor is prepared to provide its match share of the cost.

8. PAYMENT TERMS. 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 402. 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 402, for the purposes hereof.

A. The State shall reimburse the Contractor's reasonable, allocable, allowable costs of performance, as defined herein, of the Work, not exceeding the maximum total amount described above.

- (1) To be eligible for reimbursement, costs incurred by the Contractor shall be:
 - (a) in accordance with the provisions of Attachment A and with the terms and conditions of this Contract;
 - (b) necessary for accomplishment of the Work;
 - (c) reasonable in amount for the goods or services purchased;
 - (d) actual net cost to the Contractor (i.e., the price paid minus any refunds, rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred);
 - (e) incurred for Work performed subsequent to the effective date of this Contract; and
 - (f) satisfactorily documented.

(2) The Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this Contract and project objectives.

(a) All allowable costs charged to the project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature of the charges.

(b) Any check or order drawn up by the Contractor for any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such document.

B. Unless otherwise provided, and where appropriate:

(1) The State shall establish billing procedures and reimburse the Contractor, based on the submission of monthly statements in the format prescribed by the State. To be considered for payment, billings for payment pursuant to this contract must be received within 60 days after the period for which payment is being requested and final billings on the contract must be received by the State within 60 days after the end of the contract term.

(2) Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.

(3) In the event this contract is terminated, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit.

(4) Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payment under this contract or other contracts between the State and the Contractor, or by the State as a debt due to the State.

(5) The Contractor shall submit requests for reimbursement monthly, stating in the invoice a detailed description of the amounts of services performed, the dates of performance, and amounts and description of reimbursable expenses.

(6) The Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract.

(7) Any costs incurred by the Contractor that are not allowable under the Common Rule shall be reimbursed by the Contractor, or offset against current obligations due by the State to the Contractor, at the State's election.

9. The term of this Contract shall begin on the effective date and shall terminate on **December 31, 2007**. 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 procurements, 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, Contracts 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. Any provision of this contract to the contrary notwithstanding, in the event termination of this contract becomes necessary, in the state's sole discretion, to comply with any court order concerning state personal services contracts generally or this contract, specifically, this contract may be terminated by the state immediately upon the giving of notice to contractor without further obligation of the state.

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

13. Federal Funding. This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State by the Federal Government for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

14. The Contractor shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the operation of programs or the delivery

communications and other materials shall be the property of the State, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of the State.

15. The Contractor, and its subcontractors, shall permit the State, Federal Government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records during the term of this contract and for a period of three (3) years following termination of this contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit these same described entities to monitor all activities conducted by the Contractor pursuant to the terms of this contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site check, or any other reasonable procedure.

16. All state and local government and non-profit organization Contractor's receiving more than \$500,000 from all funding sources, that are defined as federal financial assistance for Single Audit Act Amendment purposes, shall comply with the audit requirements of OMB A-133 (Audits of Institutions of Higher Education and Other Non-profit Organizations), whichever applies. The Single Audit Act Amendment requirements that apply to Contractor's receiving federal funds are as follows:

- If the subcontractor expends less than \$500,000 in Federal funds (all sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- If the subcontractor expends more than \$500,000 in Federal funds, but only received Highway funds then a *program specific* audits may be performed. This audit will in only examine the "financial" procedures and processes for this program area.
- If the subcontractor expends more than \$500,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.,) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- Single Audit can only be conducted by an independent auditor, not by an auditor on staff.
- Audit requirements are laid out in *Subpart E - Auditors*
- Audit is an allowable direct or indirect cost.

17. Rights in Data, Documents, and Computer Software

A. State Ownership. If State funds are used under this contract, any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the State and all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the State; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

B. Federal Reserved Rights. If Federal funds are used under this contract, except for its own internal use, the contractor shall not publish or reproduce any data/information, in whole or part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this contract, nor may it authorize or permit others to do so, without the written consent of the federal government, through the State, until such time as the state/federal government may have released such data/information to the public. As authorized by 49 C.F.R. 18.34, the federal government, through the State, reserves a royalty free nonexclusive, and irrevocable license to

reproduce, publish or otherwise use, and to authorize the State and others to use: a) any work developed under this contract or a result in third party contract irrespective of whether it is copyrighted; and b) any rights of copyright to which a contractor, subrecipient, or third party contractor purchases ownership with federal assistance. The State also reserves an identical license for its use.

C. Patent Rights. If any invention, improvement, or discovery of the contractor or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this contract work, and if such is patentable, the contractor shall notify the State immediately and provide a detailed written report. The rights and responsibilities of the contractor, third party contractors, and the State with respect to such invention, improvement, or discovery will be determined in accordance with applicable state (and/or, if federal funds are used under this contract, federal) laws and regulations in existence on the date of execution of this contract which define contractor title, right to elect title, state/federal government "march in" rights, and the scope of the state/federal government's right to a nonexclusive, irrevocable, paid-up license to use the subject invention for its own. The contractor shall include the requirements of this paragraph in its third party contracts for the performance of the work under this contract.

18. APPLICABLE LAW. The Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The contractor shall also require compliance with these statutes and regulations in subgrant Contracts permitted under this contract. A listing of federal laws that may be applicable, depending on the Contractor work responsibilities under this contract, are described in ATTACHMENT A.

19. Options: Additional Services/Performance Extension

A. The State may increase the quantity of goods/services described in **paragraph 3** at the unit prices established in the contract. The state may exercise the option by written notice to the contractor within 30 days before the option begins in a form substantially equivalent to attachment C. Delivery/performance of the goods/service shall continue at the same rate and under the same terms as established in the contract.

B. The State may require continued performance for a period of ONE YEAR for any services at the rates and terms specified in the contract. The state may exercise the option by written notice to the contractor within 30 days prior to the end of the current contract term in a form substantially equivalent to attachment C.

"If the state exercises this option, the extended contract will be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years."

SPECIAL PROVISIONS

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** 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 and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.** 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, defense, 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 this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. ***[Not Applicable to Intergovernmental Contracts]* VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. [*Not Applicable to Intergovernmental Contracts*]. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101. Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-75.5-103 prior to the effective date of this contract.

Revised October 25, 2006

Effective date of Special Provisions: August 7, 2006

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:

Con Thomas, Governor By Bill Ritter, Jr. Governor
Legal Name of Contracting Entity for Executive Director, Department of Transportation

84-6000591

Social Security Number or FEIN

Department/Agency or Higher Education Institute

[Signature]
Signature of Authorized Officer

LEGAL REVIEW:

SCO Waiver Number 11
JOHN W SUTHERS, ATTORNEY GENERAL

Michael C. Boston, Comptroller By _____
Print Name & Title of Authorized Officer

CORPORATIONS:

(A corporate attestation is required.)

Attest (Seal) By Susan M. Brook
(Corporate Secretary or Equivalent, or Town/City/County Clerk)



ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

Leslie M. Shenefelt

By Uli Keuland
Date May 17, 2007

Attachment A: FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

A.0 The "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635 - see below) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions. The requirements of 49 CFR 18 include, without limitation:

- 1) the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d);**
- 2) the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30;**
- 3) the Local Agency/Contractor shall comply with section 18.37 concerning any subgrants;**
- 4) to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 subgrant procedures, as applicable;**
- 5) the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.**

B. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (These provisions apply to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

C. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (These provisions apply to all contracts and subgrants for construction or repair).

D. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (These provisions apply to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

E. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (These provisions apply to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

F. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

G. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

H. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

I. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

J. 42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq.. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;

K. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

L. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (This statute applies if the contractor is acquiring real property and displacing households or businesses in the performance of this contract.)

M. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

N. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

O. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts". If Engineering and Design work is to be performed under this contract, GRANTEE shall obtain from CDOT and comply with CDOT's "PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT CONTRACTS WITH PROFESSIONAL CONSULTANT SERVICES"

P. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts". If Construction work is to be performed under this contract, GRANTEE shall obtain from CDOT and comply with FHWA Form-1273.

Q. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

COLORADO DEPARTMENT OF TRANSPORTATION

LEAF CONTRACT ATTACHMENT B



LEAF OBJECTIVE PLAN

LEAF project # L07-29	Responsible Agency Golden Police Department
Contract Period contract effective date through 12-31-07	Project Coordinator Officer J.D. Kreutzer
LEAF Objective: L01-84: To increase and improve the enforcement of the laws pertaining to alcohol and drug related traffic offenses within the City of Golden by performing dedicated DUI enforcement and activities described in the Approved Application and summarized below.	
Activity #	Activity Description
1	Provide officers through out the term of this contract to perform dedicated DUI/DRE enforcement duties and activities within the City of Golden as stated in the Approved Application.
2	Conduct at least two sobriety checkpoints or saturation patrols during 2007. This can be in cooperation with a nearby agency, the State Patrol or solely by the Golden Police Department.
3	The Golden Police Department will be actively involved in CDOT's DUI enforcement public awareness campaign by participating in the joint efforts. This includes, but not limited to, obtaining media interviews and media outreach, hosting media ride-alongs and similar activities. The Golden Police Department will report back the requested data to CDOT by the specified times.
4	Make all reasonable efforts to increase the DUI alcohol and drug related arrests by 10% within the City of Golden from the 2006 level.

SAMPLE OPTION LETTER

Attachment C Date: State Fiscal Year: 2007 Option Letter No. 1

SUBJECT: **[Option to Renew]**
[Amount of goods/Level of service change]

In accordance with Paragraph(s) 12 of contract routing number 00055, 07-LEAF.LF29, between the State of Colorado Department of Transportation, Safety and Traffic Division, and

City of Golden, Golden Police Department

covering the period of [_____, 20____ through_____, 20____,] the state hereby exercises the option for [an additional one year's performance period at the (cost) (price) specified in Paragraph _____.] and/or [increase/decrease the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit _____.]

The amount of funds available and encumbered in this contract is [increased/ decreased] by [\$ amount of change] to a new total funds available of \$18,625 to satisfy services/goods ordered under the contract for the current fiscal year FY 2007. The first sentence in Paragraph _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, etc. is [\$ _____].

APPROVALS:

State of Colorado:

Bill Ritter Jr., Governor

By: _____ Date: _____
[Executive Director/College President]
Colorado Department of _____ or Higher Ed Institution _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller

LESLIE M. SHENEFELT

By: _____
Cheryl L. Traff, CDOT CONTROLLER

Date: _____