

**NORTHGLENN POLICE DEPARTMENT**

**COUNCIL MEMORANDUM 11-02**

**DATE:** January 13, 2011

**TO:** Honorable Mayor Joyce Downing & City Council Members

**FROM:** William Simmons, City Manager *WAS*  
Russell L. Van Houten, Chief of Police *RVH*  
Shawn Cordsen, Finance Director *SC*

**SUBJECT:** Resolution #06 - Acceptance of a C.D.O.T. Highway Safety Campaign Grant

**RECOMMENDATION:**

Attached to this memorandum is a Resolution which, if approved, would accept a Highway Safety Campaign grant in the amount of \$23,058.28 from the Colorado Department of Transportation ("C.D.O.T."). Staff recommends approval of the proposed Resolution.

**BACKGROUND:**

Between July 2006 and October 2010 there were 815 crashes on the 2.7 miles of Interstate highway in our jurisdiction. Sixty-three of these accidents involved injuries and seven were fatalities. These crashes cost money in personal injury, vehicle damage, lost productivity, wasted fuel, and first responder time and equipment.

Our analysis of crashes within our jurisdiction on the highway indicates that many, if not most, of these crashes are the result of aggressive driving, speed unsafe for conditions, following too closely, unsafe lane changes and driving while impaired by alcohol or drugs. A significant portion of these poor driving habits and resultant crashes occurs on weekends and during evening hours which are outside the current capability of our traffic unit to address.

In October 2010 the police Department applied for a Safety Grant from C.D.O.T. The purpose of that grant was to fund additional traffic crash reduction efforts on Interstate 25 in Northglenn. This grant was not approved by C.D.O.T. However, due to our highway traffic crash history and our enhanced enforcement efforts, C.D.O.T. has awarded us grant money from the state's 2011 Highway Safety Campaign in the amount of \$23, 058.28.

This grant still has the primary goal of reducing serious injury and fatality traffic crashes on Interstate 25 by a minimum of five percent (about 3 crashes). This grant from C.D.O.T. will pay for \$15,710.28 (about 285 hours) of officer overtime and \$7,348.00 for equipment.

**BUDGET IMPLICATIONS:**

The 2011 Police Department Budget does not include moneys for this highway safety program. All funding will come from C.D.O.T. If necessary, an amendment to the 2011 Police Department Budget can be made at a later date.

**STAFF REFERENCE:**

If Council members have any comments or questions they may contact Chief Van Houten at 303-450-8864 or via email at [rvanhouten@northglenn.org](mailto:rvanhouten@northglenn.org).

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-6  
Series of 2011

\_\_\_\_\_  
Series of 2011

A RESOLUTION ACCEPTING A HIGHWAY SAFETY CAMPAIGN GRANT AWARD FROM THE COLORADO DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council of the City of Northglenn hereby accepts a Highway Safety Campaign Program grant award from the Colorado Department of Transportation in the amount of \$23,058.28 to fund speed enforcement efforts by the Police Department on Interstate 25.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

Colorado Dept of Transportation  
 4201 E. Arkansas Ave  
 Denver, CO 80222

DATE: 11/29/2010



**Purchase Order**  
 State of Colorado

**Buyer:** Brian Hancock  
**Phone Number:** 303-757-9131  
**Agency Contact:** TERRY HUDDLESTON  
**Phone Number:** (303) 757-9694

**IMPORTANT**  
 The PO# and Line#  
 must appear on all  
 invoices, packing slips,  
 cartons and  
 correspondence

P.O # **211011589**

Page # 1 of 1

**Vendor Master #** 2000004 **PHONE:** 303-451-8326  
**Vendor Contact:**  
**Purchase Requisition #:** 0150003593

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 CITY OF NORTHGLENN  
 11701 COMMUNITY CENTER DRIVE  
 NORTHGLENN CO 80233

**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.

**State Award#**  
**BID#**

**Invoice in Triplicate**

**TO:** Colorado Dept. of Transportation  
 4201 E. Arkansas  
 Denver 80222

**Payment will be made by this agency**

**Ship**

**To:** Colorado Dept. of Transportation  
 4201 E. Arkansas  
 Denver 80222

**Delivery/Installation Date:** 09/30/2011

NA

**SPECIAL INSTRUCTIONS**

LINE #	MATERIAL # MATERIAL GROUP # DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00010	92585 Northglenn PD - Speed Enforcement	Activ.unit 7001	1	23,058.28	23,058.28
Contract objective plan is attached.					

DOCUMENT TOTAL = 23,058.28

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  
 11/29/10  
 Date

# Purchase Order Terms and Conditions

- 1. Offer/Acceptance.** If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.
- 2. Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
- 3. Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.
- 4. Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.
- 5. Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.
- 6. Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.
- 7. Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.
- 8. Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.
- 9. Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.
- 10. Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.
- 11. Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.
- 12. Vendor Offset.** [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (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 as a result of final agency determination or judicial action.
- 13. Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.
- 14. Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.
- 15. Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.
- 16. Communication.** All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.
- 17. Compliance.** Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 18. Insurance.** Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.
- 19. Termination Prior to Shipment.** If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.
- 20. Termination for Cause.** (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC on this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.
- 21. Termination in Public Interest.** Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.
- 22. PO Approval.** This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.
- 23. Fund Availability.** Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.
- 24. Choice of Law.** State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.
- 25. Public Contracts for Services.** [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.
- 26. Public Contracts with Natural Persons.** Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

Colorado Department of Transportation  
**Contract Objective Plan FFY 2011**

State Program:	Speed Enforcement	Contracting Agency:	Northglenn Police Department
State Sub-Program:	Highway Safety Campaign	Project Coordinator:	Sgt. John Rosecrans
Problem Solution Plan:	Contract Period: Effective Date through September 30, 2011		
Project #:	2011-02-21-04	WBS #	15412.10.50
		PO#	

**Goal:**  
 The goal of this project is to improve traffic safety within the City of Northglenn on Interstate 25 and reduce the number of serious injury and fatal accidents by 5%. The project will focus on reducing the number of traffic accidents that occur within the City through weekend speed enforcement. Serious injuries and fatalities can be directly linked to the speed of vehicles involved in traffic accidents and the failure to buckle up.

Task Activity #	Activity Description
	<p><b><u>Program Implementation:</u></b></p> <p><b>Primary Activities</b></p> <ul style="list-style-type: none"> <li>A. Add to current operations and be designed to use the same tactics found to be successful during the week added to the weekend hour during statically high accident times.</li> <li>B. The traffic unit will increase weekend patrols and weekend saturation patrols and will be staffed for weekend and nighttime enforcement of speeding and aggressive driving.</li> </ul> <p><b>Partnership and Collaboration</b></p> <ul style="list-style-type: none"> <li>A. Invitations to Colorado State Patrol's Adams County Delta Team will be made with a request for their support of our safety operations.</li> <li>B. Operations will be scheduled and invitations will be extended to The City of Thornton Traffic Unit with a request for combined operations for increased safety.</li> </ul> <p><b>Information and Media Coverage</b></p> <ul style="list-style-type: none"> <li>A. Impact operations will be followed up with Metro area press releases to summarize operations.</li> <li>B. CDOT over highway information signs will be used to help educate and remind drivers that speed and failure to use safety belts kills.</li> </ul> <p><b>Data Collection</b></p> <ul style="list-style-type: none"> <li>A. The project will provide simple and easy to understand information of pre-project data, quarterly data and the final report data.</li> <li>B. The evaluation will show whether or not the enforcement techniques being applied to this project reduced the number of accidents that involved serious injury and/or fatalities.</li> </ul>

Program Administration:

Contract Quarterly Reports are required on all contracts even if there was no activity during a quarter. They are to be completed and signed by the Contract Director for each quarter ending December 31, March 31 and June 30.

One copy of the completed report shall be forwarded to the Office of Transportation Safety no later than the 20th day of the month following the end of each quarter: January 20, April 20 and July 20.

The quarterly progress reports should include:

- A description of the activities undertaken during the quarter
- A description of any problems encountered in the process
- A description of overall progress towards achieving objectives
- Budget details

The Project Final Report shall be submitted to the Office of Transportation Safety within 45 days of contract completion, which is no later than November 15. This report shall be suitable for reproduction and distribution to federal agencies, other states and to local communities as needed.

All claims for reimbursement shall be made on a monthly basis. Costs incurred in one month shall be billed within 45 days after the end of that month. Claims for costs incurred which are over 45 days old may not be paid by the Office of Transportation Safety.

Mileage is reimbursed at .45 per mile. If use of four-wheel-drive is necessary due to road, terrain or adverse weather conditions than mileage is reimbursed at .48 per mile. Approval from the project manager is required before requesting the .48 mileage reimbursement rate. Mileage rates are subject to change and notification will be made if rates adjusted.

**EXCEPTION:** Claims for the month of June must be submitted no later than July 15 to facilitate the State Fiscal Year end process.

Claim forms and the Contract Management Manual are available on the CDOT website:  
<http://www.coloradodot.info/business/grants/safetygrants/current-grantees>